

(भाग-1)

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

क्रम संख्या

05

501-09

लेख पत्र या प्रार्थना पत्र प्रस्तुत करने का दिनांक  
प्रस्तुतकर्ता या प्रार्थी का नाम  
लेख का प्रकार  
प्रतिफल की धनराशि  
1. रजिस्ट्रिकरण शुल्क  
2. प्रतिलिपिकरण शुल्क  
3. निरीक्षण या तलाश शुल्क  
4. मुख्यात्मना के अधिप्रमाणीकरण के लिए शुल्क  
5. कमीशन शुल्क  
6. विविध  
7. यात्रिक पत्र  
1 से 6 तक का योग  
शुल्क वसूल करने का दिनांक  
दिनांक जब लेख प्रतिलिपि या तलाशनामा पत्र  
वापस करने के लिए तैयार किया  
रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

भाग 2

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

उप-निबन्धक (द्वितीय) लखनऊ क्रम सं० 27350

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 21-Sep-2017

प्रस्तुतकर्ता या प्रार्थी का नाम परमज कुमार त्यागी द्वारा अतुल मिश्रा एडवो०

लेख का प्रकार प्रार्थना पत्र वर्ष से वर्ष तक

प्रतिफल की धनराशि

भाग 2 की प्रतिलिपि पर फिर से लगाया जाने वाला

1. रजिस्ट्रिकरण शुल्क 5,100
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क 5,100
4. मुख्यात्मना के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविध / स्टाफ 0.00
7. यात्रिक पत्र
- 1 से 6 तक का योग

शुल्क वसूल करने का दिनांक 21-Sep-2017

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 21-Sep-2017

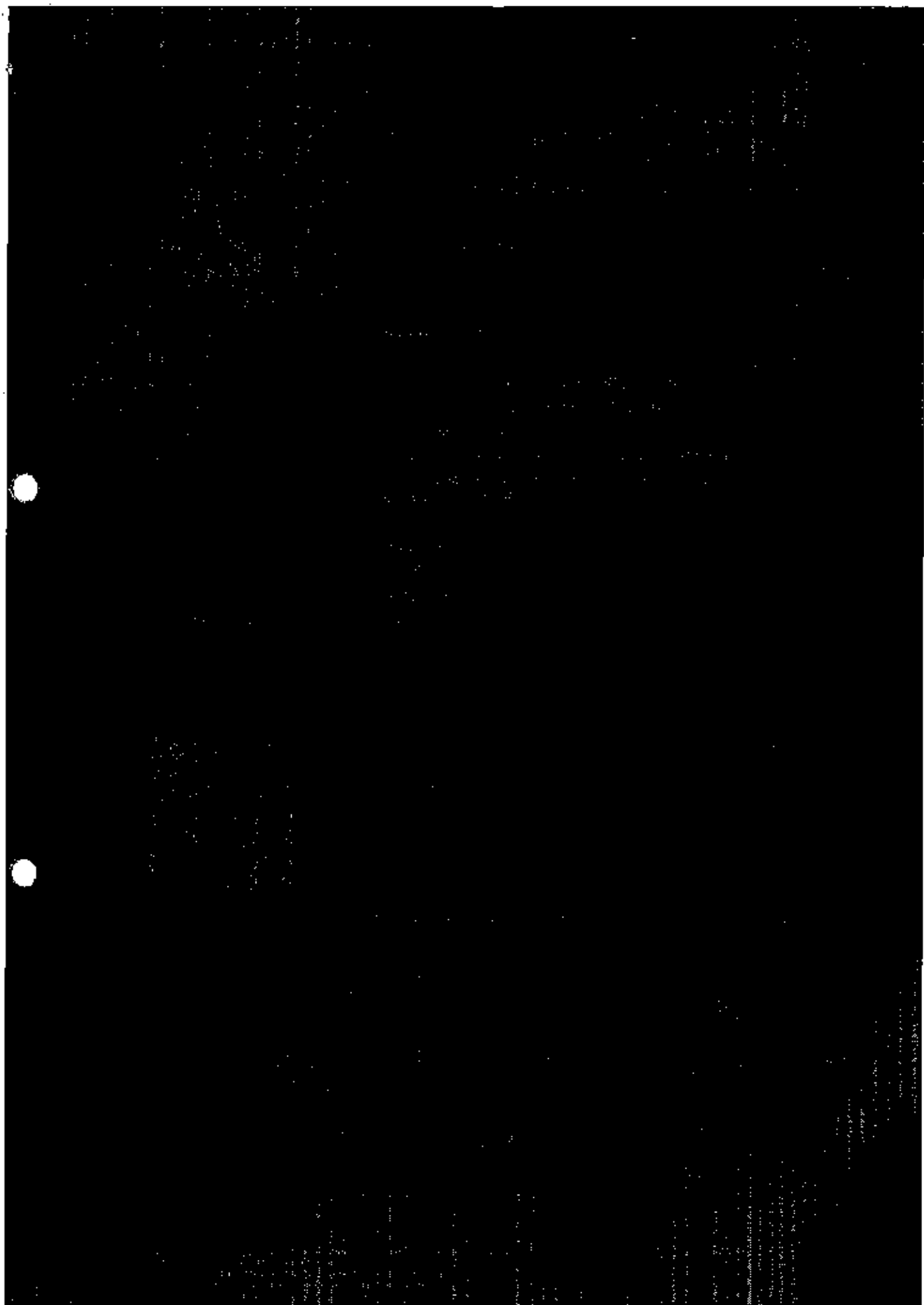
रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

1000000



1000000





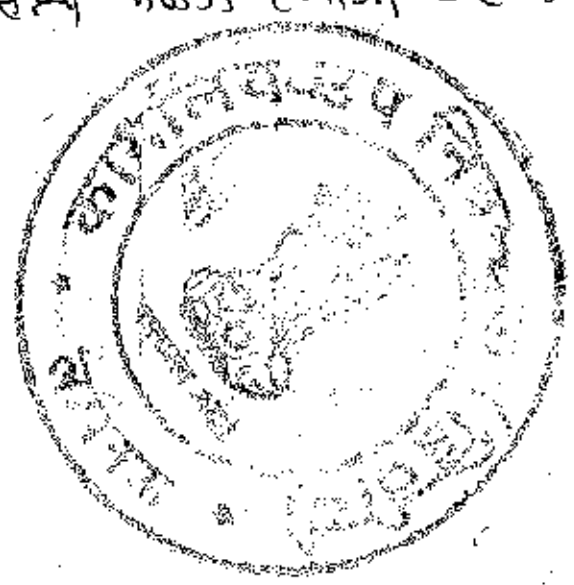
विन्डर्स एजेंसी  
 नं. 6585000  
 पिन 250000 + 120 = 20120-

प्राथमिक पत्र कर्मीय विनाश 01-09-2017 को श्री. कृष्ण किशोर त्रिवेदी सिविल इंजीनियरिंग एजेंसी  
 में संप्रति निम्नलिखित विवरण संभव है -  
 पुत्र/पत्नी श्री. पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 के निवास स्थान पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 पर पहुंचा जहां श्री. पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 ने यह संकेत पर संप्रति के लिए पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 को अपने निवास के पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 जाति, उम्र, लिंग, धर्म, पेशा, व्यवसाय, निवास स्थान, निवास स्थान, निवास स्थान

प्रमाणित किया जाता है  
 01-09-2017



प्राथमिक पत्र कर्मीय विनाश 01-09-2017 को श्री. कृष्ण किशोर त्रिवेदी सिविल इंजीनियरिंग एजेंसी  
 में संप्रति निम्नलिखित विवरण संभव है -  
 पुत्र/पत्नी श्री. पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 के निवास स्थान पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 पर पहुंचा जहां श्री. पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 ने यह संकेत पर संप्रति के लिए पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 को अपने निवास के पुत्र/पत्नी का नाम पुत्र/पत्नी का पता पुत्र/पत्नी का पता  
 जाति, उम्र, लिंग, धर्म, पेशा, व्यवसाय, निवास स्थान, निवास स्थान, निवास स्थान



Photograph



*[Handwritten signature]*

वि. स. आ. दि. १०

(1) Plot Khasra NO. 42 area 0.1485 Hectare,

Situated at Village – Ardonamau, Tehsil – Sarojani Nagar District - Lucknow



## Income-tax Rules, 1962

## FORM NO. 60

[See second proviso to rule 114B]

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name	JAGDISH									
	Middle Name										
	Surname										
2	Date of Birth/ Incorporation of declarant		D	D	M	M	Y	Y	Y	Y	
3	Father's Name (in case of individual)										
	First Name	MOHAN									
	Middle Name	BHITAR									
	Surname										
4	Flat/ Room No.	5		Floor No.							
6	Name of premises	7		Block Name/No.							
	MIRZA PUR										
8	Road/ Street/ Lane	9		Area/ Locality							
	BHITAR										
10	Town/ City	11		District				12		State	
	JAMRAON			PATEH PUR						U.P.	
13	Pin code	14		Telephone Number (with STD code)				15		Mobile Number	
16	Amount of transaction (Rs.)	4,62,500									
17	Date of transaction	21.9.17		D	D	M	M	Y	Y	Y	Y
18	In case of transactions in joint names, number of persons involved in the transaction										
19	Mode of transaction	<input checked="" type="checkbox"/> Cash, <input type="checkbox"/> Cheque, <input type="checkbox"/> Card, <input type="checkbox"/> Draft/Banker's Cheque, <input type="checkbox"/> Online transfer, <input type="checkbox"/> Other									
20	Aadhaar Number issued by UIDAI (if available)	318609444429									

A. S. J. S. J.

21	If applied for PAN and it is not yet generated enter date of application and acknowledgement number	D	D	M	M	Y	Y	Y	Y
22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held								
	a Agricultural income (Rs.)								
	b Other than agricultural income (Rs.)								
23	Details of document being produced in support of identity in Column 1 (Refer Instruction overleaf)	Document code	Document identification number	Name and address of the authority issuing the document					
24	Details of document being produced in support of address in Columns 4 to 13 (Refer Instruction overleaf)	Document code	Document identification number	Name and address of the authority issuing the document					

#### Verification

I, JAGDISH do hereby declare that what is stated above is true to the best of my knowledge and belief. I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

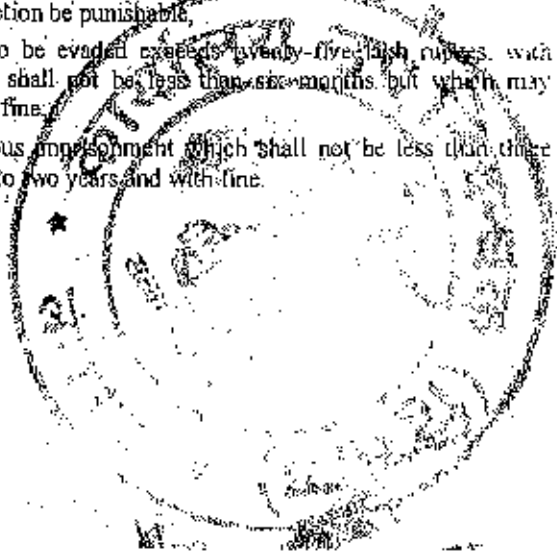
Place: \_\_\_\_\_

(Signature of declarant)

#### Note:

1. Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable.

- (i) in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine.
- (ii) in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.





भारत सरकार  
Government of India

जगदीश  
Jagdish  
जन्म तिथि / DOB : 01/01/1970  
पुरुष / Male

3186 0944 4429

आधार - आम आदमी का अधिकार

भारत सरकार  
Unique Identification Authority of India

पता:  
आत्मज मोहन, भितरी, मिर्जापुर  
मौलाना, जमशुआ, फतेहपुर, उत्तर  
प्रदेश, 212654

Address:  
S/O: Mohan, Bhitari, Mirzapur  
Bhilar, Jamshua, Fatehpur, Uttar  
Pradesh, 212654

3186 0944 4429

1800 301 0947

help@uidai.gov.in

www.uidai.gov.in

जगदीश





**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN THEIR MEETING HELD ON MAY 25, 2017**

"RESOLVED THAT the following officials of the Company, be and are hereby severally authorized for and on behalf of the Company, to enter into Joint Development Agreement(s)/Agreement(s) with various land owners, for acquiring development rights in favour of the Company, land situated in village Sarsawa, Ardanamou, Ahmanou, Tehsil and District Lucknow, on such terms and conditions as may be agreed between the Company and various land owners.

S. No.	Name of persons
1	Mr. Pankaj Kumar Tyagi
2	Mr. Abhay Kumar Khare
3	Mr. Rahul Kumar Gupta
4	Mr. Pankaj Kumar
5	Mr. Nikhil Srivastava
6	Ms. Sanjana Mago

RESOLVED FURTHER THAT the aforesaid officials of the Company be and are hereby severally authorized and empowered, for and on behalf of the Company, to negotiate, sign, execute, certify, amend, submit, re-submit aforesaid Joint Development Agreement(s)/Agreement(s) and all other documents and papers as may be considered necessary and expedient in this regard and in the process appear before the concerned office of Sub-Registrar, and/or any other concerned registering authority or any other officer or authority to register the aforesaid Joint Development Agreement(s)/Agreement(s), or any other documents and papers and to do all acts, deeds and things as may be necessary and incidental in this regard, in the best interest of the Company.

RESOLVED FURTHER THAT certified true copy of this resolution be submitted with the authorities under the signatures of any of the Director or Company Secretary of the Company."

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

  
**Bharat Bhushan Garg**  
Company Secretary

Emaar MGF Land Limited  
Emaar Business Park, Mehrauli, Gurgaon Road, Sikandarpur Chowk, Sector 28, Gurgaon 122 002, Haryana  
Board Number: +91 124 442 1155 | Fax: +91 124 479 3401 | [emaarmgf.com](mailto:emaarmgf.com)  
Registered Office: EEE House, 28 Kasturba Gandhi Marg, New Delhi 110 001  
Board Number: +91 11 4152 1155, 4152 4613 | Fax: +91 11 4152 4619 | CIN: U45201DL2005PLC133161  
Email: [enquiries@emaarmgf.com](mailto:enquiries@emaarmgf.com)





In case this card is lost / found, kindly inform / return to :  
Income Tax PAN Services Unit, UTIISL,  
Plot No. 3, Sector 11, CDD Belapur,  
New Mumbai - 400 654.

इस कार्ड के खोने/पाने या कृपया सूचित करें/लौटाएं :  
आयकर पैन सेवा यूनिट, UTIISL,  
प्लॉट नं. 3, सेक्टर 11, सीडीओ बेलपुर,  
नवी मुंबई-400 654.





भारत सरकार  
GOVERNMENT OF INDIA



पंकज त्यागी  
Pankaj Tyagi  
जन्म तिथि/ DOB: 30/08/1978  
पुरुष / MALE



3694 0527 7242

आधार-आम आदमी का अधिकार



भारतीय जनसंघ पहचान प्राधिकरण  
UNION INDIA

पता:

संतोषिष्ठ जय प्रकाश त्यागी,  
101, निबोली, मेरठ,  
उत्तर प्रदेश - 245206

Address:

Shri Jai Prakash Tyagi, 101, Bldg.,  
Meerut,  
Uttar Pradesh - 245206

3694 0527 7242

Aadhaar-Aam Admi ka Adhikar







भारत निर्वाचन आयोग  
ELECTION COMMISSION OF INDIA  
पहचान पत्र  
IDENTITY CARD



निर्वाचक का नाम : अभय कुमार खरे  
Elector's Name : Abhay Kumar Khare  
पिता/माता/पति का नाम : एन के खरे  
Father's/Mother's/  
Husband's Name : N K Khare  
लिंग / Sex : पुरुष Male  
1.1.1995 को आयु : 31  
Age as on 1.1.1995

*Signature*

पता  
मकान : 9  
ग्राम/मोहल्ला : शंकर नगर  
तहसील : लखनऊ  
जिला : लखनऊ  
Address  
H.No. : 9  
Vill/Mohalla : Shankar Nagar  
Tehsil : Lucknow  
Dist. : Lucknow

निर्वाचक रजिस्ट्रार अधिकारी  
के हस्ताक्षर की अनुकृति  
निर्वाचन क्षेत्र 102-लखनऊ पश्चिम  
Facsimile Signature of  
Electoral Registration Officer  
for 102-Lucknow West A.C.

स्थान : लखनऊ दिनांक : 04/05/95  
Place : Lucknow Date

इस पत्र को विभिन्न सरकारी योजनाओं के अन्तर्गत पहचान  
पत्र के रूप में प्रयोग किया जा सकता है।  
This card can be used as an Identity Card under  
different Government Programmes.



आयकर विभाग  
INCOME TAX DEPARTMENT  
YOGESH BANSAL



भारत सरकार  
GOVT. OF INDIA

RAM KRISHNA AGARWAL

16/11/1974

Permanent Account Number

AFZRB3339P

Signature



*Y. Bansal*



भारत निर्वाचन आयोग  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
XIN2688513

निर्वाचक का नाम :  
रोहित बंसल  
Rohit Bansal  
पिता का नाम : रजत कुमार बंसल  
Father's Name : R.K. Bansal  
लिंग : पुरुष / Male  
जन्मतिथि DOB : 16/11/1974



RXIN2688513  
पता - व.सं. 2/206,  
विभाग हाउस 2 गौमती नगर,  
राहौली-लखनऊ, जिला-लखनऊ

Address- HNo.2/206,  
Village Khatua 2 Gomat Nagar,  
Teh-Lucknow, Dist-Lucknow

Date: 4-5-2013  
173 - लखनऊ पूर्व निर्वाचन क्षेत्र के  
निर्वाचक पंजीयन कार्ड के लिए प्रमाणित  
की जा रही है  
Authorized Signature of the Electoral  
Registration Officer for 173 - Lucknow East  
Constituency 286167

यह कार्ड पर पुराने पते पर जपाने वाले  
निर्वाचक समस्तपक्षों में दलें बनाने तथा उसे  
पते पर इलेक्ट्रॉनिक का कार्ड पाने के लिए  
उपयुक्त कार्ड में यह कार्ड जपाने अवसर पर  
In case of change of address, mention the same  
No. in the relevant Form for including your  
name in the roll at the changed address and to  
obtain the card with the same number.



**Brief description of the instrument in short**

1. Nature of land : Residential
2. Ward/Pargana : Lucknow (Code 111)
3. Village : Ardonamau ( V code 1097)
4. Description of Property : Khasra Plot Numbers as per Schedule 1 of this Joint Development Agreement, situated at Village Ardonamau, Pargana, Tehsil Sarojnagar and District Lucknow.
5. Unit of Measurement : Square Meter.
6. Area of Property (land) : 1485 square meters.
7. Position of Road (As per Parishisth) : More than 500 meters away from Amar Shaheed Path.
8. Other descriptions : NIL
9. Total area of property (In case of Multi storey building): : Not applicable
10. Total covered area : Not applicable
11. Value of Trees : No trees hence, Not applicable
12. Boarding/ Well/others : Not applicable
13. Year of Construction : Not applicable
14. Whether related to member of Cooperative Housing Society : No
15. Market Value : Rs.6585000/-
16. Stamp Duty Payable : Rs. 460950/-
17. Stamp Duty paid on this instrument : Rs. 462500/-
- No. of First Party : One (1)
- No. of Second Party : One (1)

[illegible]

2019



*[Handwritten signature]*

100-443887-10A Sub 1



51-8-2011



## JOINT DEVELOPMENT AGREEMENT

This Agreement is executed at Lucknow on 21 day of September, 2017

### BY & BETWEEN

**Emaar MGF Land Limited**, (PAN – AABCE4308B) a company incorporated and registered under provisions of the Companies Act, 1956, and having its Registered Office at 306-308, Square one, District Centre, C2 Saket, New Delhi -110017, Local office at Paper Mill Compound, Opposite Arif Metro City, Nishatganj Road, Lucknow through its authorized signatory - Mr. Pankaj Tyagi, alias Mr. Pankaj Kumar Tyagi son of Late Shri Jay Prakash Tyagi, duly authorized through a board resolution passed on 25<sup>th</sup> May, 2017 (Hereinafter referred to as the "Emaar MGF" or "Developer" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

**Jagdish S/o Mohan alias Bhola** (Aadhaar card no. 318609444429) Resident of Bhitari, Mirzapur Bhitari, Jamraon, Fatehpur, Uttar Pradesh-212654 (hereinafter referred to as "Land Owner") which term shall where the context so admits include its heirs, legal representatives, assignees, successors, executors and administrators;

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

### WHEREAS:

- A. Land Owner is in possession of and title holder of all and singular pieces or parcels of lands, hereditaments and premises as more particularly described in Schedule I & Schedule -2 shown marked with red colour (hereinafter referred to as "Project Land"). The Project Land is admeasuring 0.1485Hec. or 1485 square meters in village Ardonamau Tehsil Sarojnagar, District Lucknow.



- B. By virtue of Consortium Agreement dated 21.06.2006 and 10.01.2007 executed by and amongst Emaar MGF and the Land Owner, certain land owning companies and other Land Owners, 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 Agreement.
- C. Emaar MGF being in the business of development and construction of Real Estate Project is currently developing an integrated Township Project namely "Gomti Greens" (the "Project") on an area admeasuring 226.37 acres (approx.) of land situated at Village Sarsawa, Ardohamau, Ahmamau and Pargana, Tehsil - Sarojni nagar and District Lucknow, U.P (hereinafter referred to as the "Project Land") and the layout of the Project has been duly approved by the concerned authorities i.e. Lucknow Development Authority ("LDA").
- D. The Land Owner has represented and warranted that the Project Land is free from all sorts of encumbrances, charges, litigation, disputes, liens, claims, lease, and the same is not subject matter of any security against loans taken by the Land Owner or third parties and the Project Land is fully marketable.
- E. Except the Land Owner, no other person has any right, or interest in the Project Land in any manner whatsoever and the Land Owner have full power and authority to enter into this Agreement.
- F. The subject matter of the present Agreement is the Project Land. In terms of the agreement/ deed executed in 2006-2007 and this Agreement, the Parties hereto, have agreed to collaborate their resources for the completion of the Project. The Developer shall be entitled to undertake the development and construction of the Project on the Project Land as per the approved plans to be derived by the



A. S. W. S. R.





Developer along with all permissions and approvals as may be required as per applicable laws/rules/regulations.

- G. The Parties hereto have agreed to capture their understandings by entering into this binding Joint Development Agreement.
- H. In view of above the Land Owner hereby grants all development rights (hereinafter referred to as "Development Rights") in respect of the Project Land to Emaar MGF on the terms and conditions as contained herein.
- I. 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.

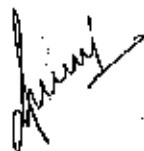
**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS  
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS  
FOLLOWS:**

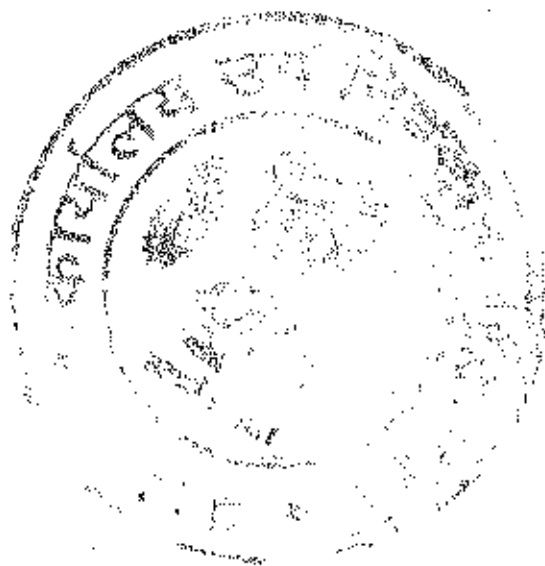
That the subject matter of this Agreement is the Development Rights of the Project Land admeasuring 0.1485 Hec ie. 1485 square metres in village Ardonamau Tehsil Sarojnagar, District Lucknow more particularly described in Schedule 1 & Schedule -2 shown & marked with red colour

**1. RULES OF INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and shall not affect interpretation;

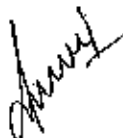




- (b) words denoting the singular number shall include the plural and vice versa;
- (c) words denoting any gender shall include all genders;
- (d) words denoting persons shall include bodies of persons and corporations and vice versa;
- (e) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- (f) References to any Party shall include the Party's successors and permitted assigns;
- (g) References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
- (h) Documents executed pursuant to this Agreement shall form part of this Agreement;
- (i) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- (j) Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
- (k) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

## 2. - BASIC AGREEMENT

- 2.1 The Parties have again approached each other for the grant of rights for the development of the Project Land by the Land Owner, in







furtherance to the agreements/ deeds signed in the year 2006-07, in favour of the Developer for the purpose of development, construction, completion and sale of the said Project on the Project Land according to the terms and conditions as set forth hereinafter in this Agreement.

- 2.2 The Developer shall develop, construct and complete the Project on the Project Land according to the terms and conditions as set forth hereinafter in this Agreement.
- 2.3 The Developer represents to the Land Owner, that the Developer is authorized and licensed to perform the development of the Project on the Project Land and the Developer has the relevant experience for the construction of projects of similar size and complexity as the Project. The Developer has been granted the license to undertake development and construction work by the Lucknow Development Authority, a copy of which has been provided to the Land Owner.
- 2.4 The basic understanding between the Parties hereto is that the Land Owner has handed over the Project Land to the Developer, and the Developer shall, at its own cost and expense, design, develop, construct, market and sell the the Project. In consideration of the Land Owner granting irrevocable development rights on the Project Land, including right to market, sell the units of the Project, create equitable mortgage on the Project Land, and right to borrow monies on such security, handing over the Project Land with vacant possession thereof, the Parties agree to the mutually agreed consideration to be payable as provided in this Agreement.
- 2.5 The Project Land has been handed over by the Land Owner to the Developer for the development of the Project (defined hereinbefore) in accordance with the terms and conditions of this Agreement and as per applicable laws.



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- 2.6 Land Owner state and confirm that the development and construction on the Project Land shall be undertaken by the Developer in terms of this Agreement, and the Developer has obtained and shall obtain all approvals, sanctions and licenses, etc., from competent authority(s) as may be required for the development of Project, and Land Owner shall not claim any right of development over the Project Land in terms of this Joint Development Agreement.
- 2.7 The Developer shall ensure that there are no breaches in respect of the conditions of the approval, permission and licence, etc., granted/to be granted to the Developer for the development of the Project on the Project Land.
- 2.8 It is also understood and agreed between the Parties that all compliances in respect of the Project Land and the Project shall solely be of the Developer and all rights, title and interest with respect to development, construction, sale and marketing of the Project in or upon the Project Land shall vest solely with the Developer. In case of any misunderstanding and/or confusion in respect of this Agreement or otherwise it is in the light of this clause that the present Agreement is to be read at all times.

### 3. EXCLUSIVE IRREVOCABLE RIGHTS TO DEVELOP

- 3.1 The Land Owner hereby entrust, handover and give exclusive irrevocable rights to the Developer of the exclusive possession of the Project Land and to demolish existing structures, if any, and further to construct and develop on the Project Land in accordance with law and all other applicable sanctions and permits including approved building plans and further to market and sell the Project.
- 3.2 In addition thereto the Land Owner hereby grant irrevocable rights to create a charge on the Project Land and the Developer shall be authorized and entitled to borrow money from the banks or private

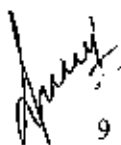


sources by securing the loans / borrowings against the Project Land and in respect thereto mortgage the Project Land in such manner and to such extent as the Developer may deem fit.

#### 4. CONSIDERATION

4.1 It has been agreed between the Parties that the consideration for the purposes of this Agreement ("Consideration") shall be the following:

- (a) An aggregate sum of Rs. 557246 /- (Rupees five lacs fifty seven thousand two hundred forty six only) has already been received by the Land Owner, at the time of execution of Consortium Agreement in proportion to the land-holding of Land Owner, as set out in Schedule 1 & Schedule -2 shown marked with red colour hereto;
- (b) Since land owner has the property in village Sarsawa & Ardonamau Tehsil Sarojni Nagar, District Lucknow, for which separate Joint Development Agreements are being executed between the Parties on the terms that in lieu of Land Owners providing/transferring development rights under both Joint Development Agreement, in favour of the Developer, Developer shall make allotment of developed plot of 194 sq. yds in the developed area of the Project in the name of the Land Owner. The Land Owner confirm that allotment of developed plot of 194 sq yds (Plot no. GGP-C-C01/06) in Gomti Greens Project, Lucknow, Uttar Pradesh (hereinafter referred to as "Land Owners Share") in lieu of transfer of development rights under the JDAs, is towards full and final discharge of obligations of the Developer under both the Joint Development Agreements and that the Land Owner shall not raise any issue on the consideration whatsoever now or in future. The remaining developed portion of the Project Land shall be to the share of

  
9






the Developer (hereinafter referred to as the "Developer's Share").

(c) The Developer shall hand over the Land Owners' Share in the developed portion of the Project Land in the Project only upon completion of the Project, in the name of Land Owner. However, the allotment of the developed plots shall be done on the execution of this Agreement.

- 4.2 For the Consideration reserved herein paid and to be paid to the Land Owner as mentioned in this Agreement, the Developer has been irrevocably granted, assigned, transferred all present and future rights, title and interest in respect of development, construction and sale of the Project, along with undivided, impartible rights in the Project Land as shown in site plan.
- 4.3 Other than the Consideration reserved in this Agreement, Land Owner shall not be entitled to any further payments or consideration.
- 4.4 The Parties hereto agree that the Developer shall be entitled to market, sell, collect the sale proceeds, sign agreements for the booking and sale of units in the Project. The Land Owner has further stated that the Project Land is free from all charges, encumbrances, liens, disputes, mortgage etc.
- 4.5 The Developer shall have the sole and exclusive right to develop and construct, along with all its compounding and statutory rights upon the Project Land, market and sell the Project. The right to market, sell and receive the proceeds of the Units in the Project shall at all times exclusively rest with the Developer and the Developer shall be entitled to do so upon the execution of this Agreement. The Land owners confirm that they shall not raise any disputes whatsoever, now or in future with respect to the same.







## **5. POWER OF ATTORNEY (POA)**

The Land Owner has on this day appointed the Developer or its nominee as his General Power of Attorney holder to enable the Developer or its nominee, conferring upon them/him complete powers to get sanctioned zoning plans, building plans, to raise construction, obtain NOCs, obtain various approvals, to create mortgage, to develop the Project over the Project Land, to enable the Developer to exercise the Development Rights and all the rights relating to promotion, marketing and sale of the property developed by the Developer under the Project.

The Parties hereto further agree that the land owner shall execute separate Power of Attorney, in accordance with this Agreement.

## **6. SALES AND MARKETING**

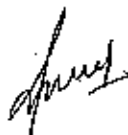
The Developer shall be free to undertake sales and marketing of the Project from the date of execution of this Agreement and that the Land Owners shall not raise any dispute or objection to the same at any time now or in future.

## **7. LICENSE(S)/ZONING PLANS, APPROVALS, ETC.**

7.1 The Developer undertakes to obtain, at its own costs and expense, all licenses, permits, approvals, sanctions, etc., that may be required as per applicable laws for the development of the Project.

7.2 It is agreed and understood between the Parties that, subsequent to the execution of this Agreement, in case any duty/fee / charges / taxes, etc., of any nature whatsoever, imposed upon the Project Land by any authority which is required to be paid with respect to the Project Land, the same shall be paid by the Developer.

7.3 The Land Owners agree and undertake to assist the Developer in facilitating the filing of applications for license, permits, approvals,





sanctions, etc., that may be required as per applicable laws for the development of the Project and in connection therewith to sign, execute such papers as may be required by the Developer.

## **8. CONSTRUCTION/DEVELOPMENT OF PROJECT LAND**

8.1 The Developer undertakes to comply with all the statutory requirements for carrying out the development and construction of the Project on the Project Land and shall obtain, at its cost and expense all other clearances, in its own name or as may be legally permitted, before starting any development or construction activity (including excavation), and thereafter undertake development of the Project on the Project Land in accordance with the terms specified herein, at its own cost and expense.

8.2 The Developer confirms and warrants that all costs and expenses associated with and/or connected with the construction and development of the Project shall be solely and exclusively borne by the Developer.

8.3 The Parties hereto mutually agree that the Developer shall be entitled, if permitted under law and the license conditions, to obtain at its own expenses, electricity, water and sewerage supply to the Project to be implemented over the Project Land.

8.4 It is agreed and confirmed among the Parties that the Developer shall make its plans and seek other regulatory approvals including redesigning, renewals for which the Developer shall bear the entire cost and expenses.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 The Land Owner hereby confirm that the Project Land is free from all encumbrances, restraint orders, attachments, liens, litigations, mortgages, loans etc. The Developer shall be entitled to enter into

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*17-07-2018*  

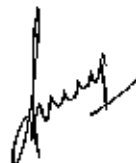



further contracts/agreements with the third parties in respect of the Project Land and to realize consideration from them.

- 9.2 The Land Owner has assured and warranted to the Developer that they have not sold / made bookings in respect of any area of the Project Land nor sold/created any third party rights in respect of the Project Land and undertakes not to deal with the same in any manner whatsoever or create any third party rights of any nature whatsoever, other than as agreed herein.
- 9.3 The exclusive vacant peaceful, physical possession of the Project Land has been handed over by the Land Owner to the Developer with the execution of these presents. The vacant physical possession handed over, under no circumstances shall be disturbed by the Land Owner; Land Owner shall under no circumstances claim the possession back and undertake not to raise any objection.
- 9.4 If any of the warranties or representations of the Land Owner are found to be untrue, it shall be the sole responsibility of the Land Owner to rectify same and shall keep the Developer indemnified at all times in case of any losses, damages, expenses, costs, loss of profit etc. which are caused due to any such misrepresentation.
- 9.5 Land Owner declare that they have not received and to their knowledge the Government, Local Authority, Municipal Authority or any other Authority has not issued any notice placing any restriction on the development & sale as contemplated under this Agreement on the Project Land.
- 9.6 The Land Owner hereby agree, covenant and undertake not to cause any interference either themselves or through others in the sale of the units under the Project and undertake to assist in the manner herein provided.



- 9.7 It has been agreed between the Parties that the present Agreement shall subsist till the completion of the entire Project and since considerable amount would have been spent by the Developer, neither party shall have the right to terminate this Agreement.
- 9.8 The Land Owner hereby undertake not to raise any loan from any bank, financial institutions, firms, individuals, etc., by giving the Project Land as security and/or by deposit of title deeds and/or otherwise and the Land Owner shall keep the Project Land un-encumbered. The Land Owner hereby indemnifies the Developer and its nominees against any losses that may be suffered by them due to any such acts of the Land Owner.
- 9.9 The Developer hereby represents and warrants that the Developer shall comply with all the conditions of the licence, various permissions, sanctions, permissions, etc., for the Project, including Zoning Plans, Building Plans and in general any applicable law relating to the development and construction on the Project on the Project Land.
- 9.10 The Developer alone shall have the right to sell, allot, book, the saleable areas of the Project as per its discretion without any hindrance, direct or indirect obstruction from the Land Owner and/or their nominees.
- 9.11 The Developer shall be entitled to apply for, submit fees, deposits etc., and obtain and retain the refund of the same, if any, made by it after the date hereof, for the various permissions, sanctions, approvals from time to time, from the concerned authorities. If any refunds etc. are made in the name of the Land Owner, the same shall be reimbursed to the Developer.
- 9.12 The Land Owner shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developer may reasonably require for obtaining any permission, approvals.



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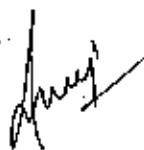







certificates with respect to the commencement and completion of the Project. However, all deposits, fees, charges and expenses in this regard shall be borne and paid solely by the Developer.

- 9.13 The Land Owner shall transfer the title of the Project Land in favour of the Developer after taking requisite approvals from the concerned authorities, for which the stamp duty and registration charges shall be borne by the Developer.
- 9.14 Any liability and other costs in relation to the execution or registration of this Agreement, and any other agreement/arrangement etc., entered into for the subject matter hereof, shall be borne by the Developer.
- 9.15 Upon the completion of construction of the Project and obtaining of occupation certificate therefor, the Developer shall immediately, but no later than 60 (Sixty) days thereof, intimate the Land Owner in writing about the same.
- 9.16 It has been agreed between the Parties that this Agreement shall subsist till the completion of the Project and so the Land Owner shall also issue Will in favour of the Developer so that even on the death of the Land Owner the Developer shall have all the rights to develop and sell the Units on the Project land.
- 9.17 That in case any of the Parties breaches the present Agreement, then aggrieved Party shall be entitled to seek specific performance of the present Agreement.
- 9.18 That the Parties have stated that the execution of this Agreement does not in any manner violates any legal provisions of any law whatsoever.
- 10. INDEMNIFICATION:**
- 10.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims,



Am 27/06/2016





losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

- 10.2 The Land Owner has represented that he has possession of the Project Land and have proper title for the Project Land in his favour. In case any litigation arises due to any complication with regard to title or possession, the same shall be the Land Owner's responsibility/liability and the Developer shall be entitled to defend the same at Land Owners' cost.

#### 11. NOTICES

That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is sent by Registered Post at the addresses given below:

In the case of notice given to:-

- (A) **DEVELOPER - Emaar MGF Land Limited,**  
Address: 306-308 Square one, District Centre, C2, Saket,  
New Delhi - 110017 Attention: Mr. Pankaj Tyagi
- (B) **LAND OWNER- Jagdish S/o Mohan alias. Bhola**  
Address: Resident of Bhitari, Mirzapur  
Bhitar, Jamraon, Fatehpur, Uttar Pradesh  
212654 Attention: Mr. Jagdish

Pro. 21.01.2014



## 12. WAIVER

The failure of any Party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

## 13. SEVERABILITY

If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in the Agreement.

## 14. MODIFICATION:

No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the Parties.

## 15. JURISDICTION

That the courts at Lucknow shall have the exclusive jurisdiction to entertain and decide any dispute between the parties in respect of the present Agreement.

## 16. ARBITRATION

16.1 If any question, dispute or difference whatsoever shall arise between the Parties hereto touching this Agreement or any matter or things contained or the construction hereof or as to any matter in any way

*[Handwritten signature]*

*No other copies*





connected herewith or arising here from or the operation hereof or the rights and liabilities of either of the Parties herein then, the Parties shall enter, in good faith, into negotiations aimed at finding an amicable solution or conciliation, before the senior officers of the Parties.

16.2 If such question, dispute or difference could not be resolved in a satisfactory manner, either Party may refer the matter to arbitration by a sole arbitrator appointed by the Developer. The decision of the Arbitrator shall be binding and final. The provisions of the Arbitration and Conciliation Act, 1996 or any other statutory amendment or re-enactment thereof for the time being in force, shall apply.

16.3 The venue of arbitration shall be Lucknow and the arbitration proceedings shall be conducted in English language and any award or awards shall be rendered in English. The cost of the arbitration shall be jointly borne by all the disputing Parties.

## 17. CONFIDENTIALITY

17.1 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

*Mo. No. 18/2014/1*







- (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.

#### 18. 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 Land Owner to any third party shall be considered void.

#### 19. 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.

#### 20. 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.

#### 21. VALUATION

That for the purpose of stamp duty, the value of the land is being assessed as under:-

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*[Handwritten signature]*  




- (A) Total area of land in village Ardonamau is 0.1485 Hec ie. 1485 square metres, the Current Circle Rate fixed by the Collector, Lucknow for the land of village Ardonamau is Rs.4500/= per square meter.(For less than 9 metre wide road) Hence the cost of first 1000 sq metres land comes to  $1000 \times 4500 =$  Rs. 45,00,000/- and value remaining land area 485 Sq. Metres after depreciation 30% comes to  $485 \times 3150$  ( $4500 - 30\%$ ) = Rs.1527750/- Thus the total value of the land comes to Rs.45,00,000/- + Rs. 1527750/- = Rs 6027750/-
- (B) An aggregate sum of Rs.557246/- (Rupees five lacs fifty seven thousand two hundred forty six only) has already been received by the Land Owner as mentioned in clause no. 4.1(a)
- (C) Thus the total value of land in question for the purposes of stamp duty comes to Rs Rs 6027750/- + Rs. 557246/- = Rs. 6584996/- in round figure Rs. 6585000/- on which the stamp duty @7% comes to Rs. 460950/- in round figure stamp duty is being paid Rs. 462500 Rupees four lacs sixty two Thousand five hundred only).

That the land under JDA is not situated two side road or corner. There is no construction over the said land. There are no trees, well, tube-well. There is no other value enhancing facility available on the land in question. Thus the total stamp duty of. Rs. 460950/- in round figure stamp duty is being paid Rs. 462500/- Rupees four lacs sixty two thousand five hundred only) is being paid by the Developer on this deed through **E-Stamp Certificate No.IN-UP03654130155435P** dated **21.09.2017**.

*[Signature]*

*[Signature]*  

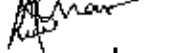




IN WITNESS WHEREOF, THE PARTIES HERETO  
HAVE HEREUNTO SET AND SUBSCRIBED THEIR  
RESPECTIVE HANDS AND SEALS on the day, month and year  
first above written in the presence of the following witnesses:

  
Emaar Land Limited  
(PAN - AABCE4308B)

Land Owner

**WITNESSES:**

1. Signature   
Name:- Abhay Kumar Khare  
Son of:- Late N. K. Khare  
Address:- 9, Shaukar Nagar, Nirala Nagar  
Lucknow.

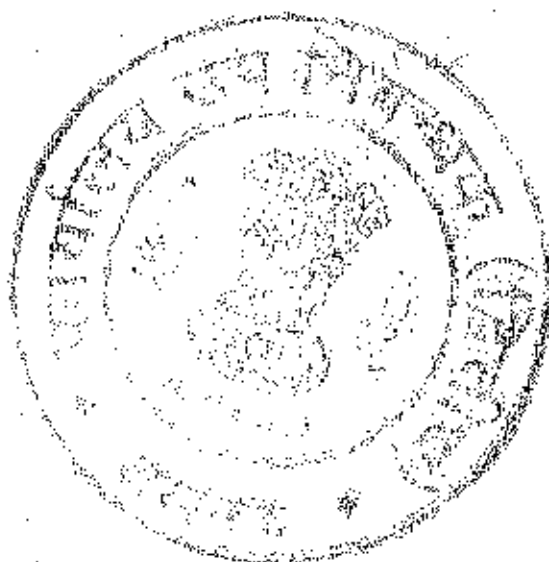
2. Signature   
Name:- Yogesh Bansal  
Son of:- Late RK Agarwal  
Address:- 2/206, UMEK KHAND  
GOMTI NAGAR  
2KO

Typed By:-

  
(Suman)  
Civil Court Lucknow

Drafted By:-

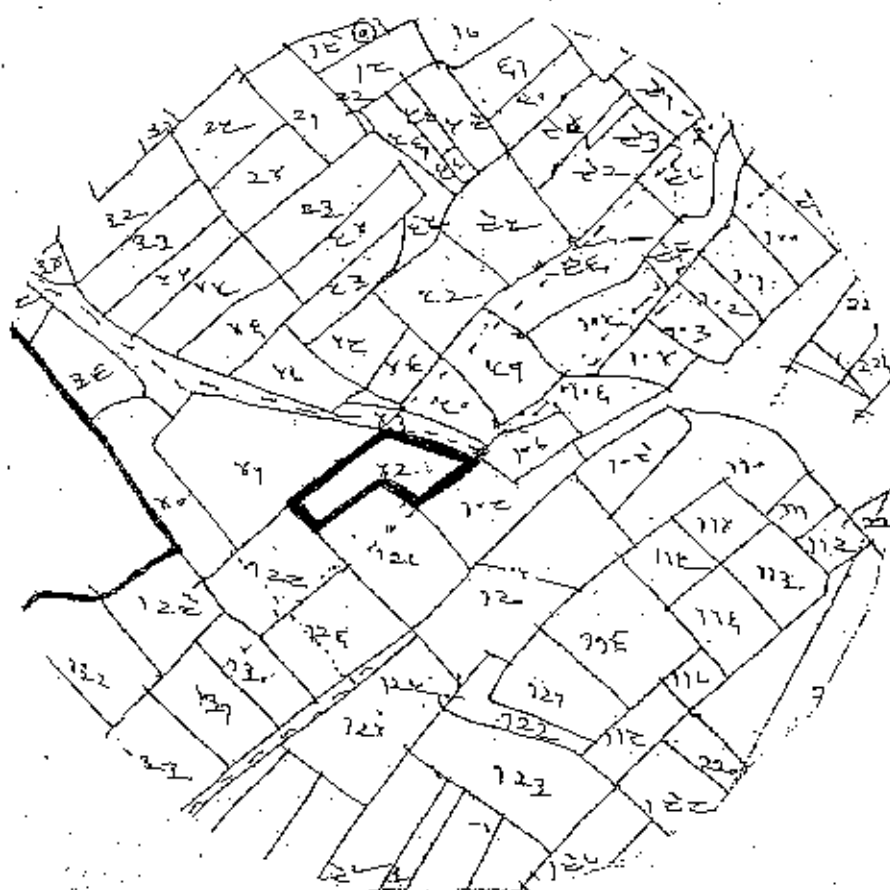
  
(Atul Mishra)  
Advocate  
Civil Court Lucknow





Schedule -2

Site Plan

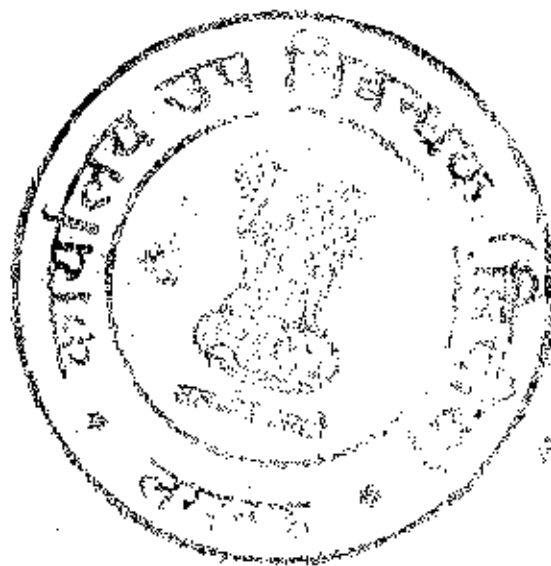


Khasra NO - 42 area 0.1485 Hectare

Shown & marked with red color, Comes under JDA. Situated at Village - Ardonamau Tehsil -  
Sarojani Nagar District - Lucknow

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Boundaries of Khasra No.42, Situated at Village – Ardonamau Tehsil –

Sarojani Nagar District - Lucknow

East - Khasra No- 108,127

West - Khasra No- 41

North - Khasra No- 43

South - Khasra No- 127,128

Ardonamau



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 11058

