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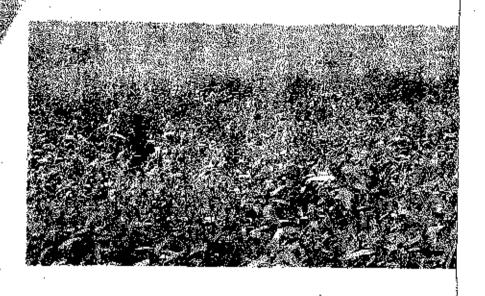
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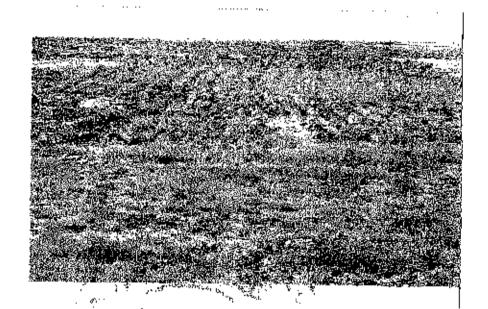




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(1) Plot Khasra NO - 374 area (). 2 Hectars ,

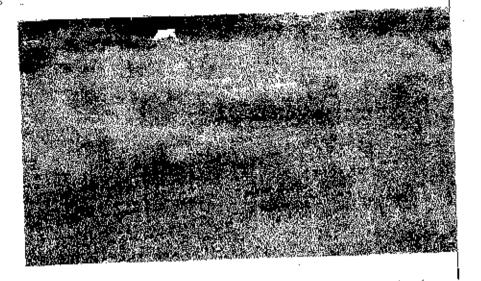
(2)Plot Khasra NO - 377 area 0:353 Hectare

Situated at Village - Sarsawa Tehsil — Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorised Signated

<u>Photograph</u>





- (1) Plot Khasra NO = 357 area 0, 709 Hectare ,
- (2) Plot Khasra NO 377 area 0.128 Hectare

Situated at Village - Sarsawa Tehsil -- Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorised Signal Cy



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(1) Plot Khasra NO ~ 232 area 0.650 Hectare ,

(2) Plot Khasra NO - 327 area 0.087 Hectare

Situated at Village - Sarsawa Tehsil --Sarojani Nagar District - Lucknow

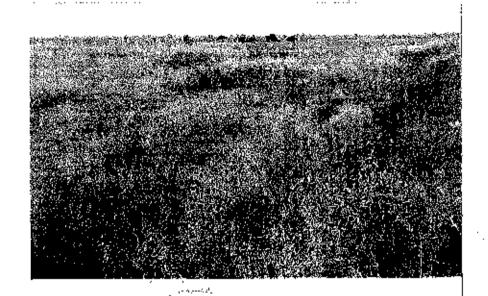
For EMAAR MGF LAND LTD.

Authorised Signatory



<u>Photograph</u>





(1) Plot Khasra NO - 433 area 0.165 Hectare

(2) Plot Khasra NO - 379p area 1.2636 Hectare

Situated at Village - Sarsawa Tehsil - Sarojani Nagar District - Lucknow

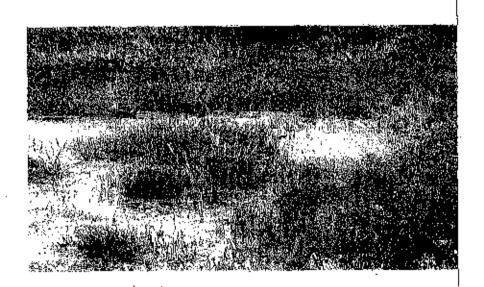
FOR EMAAR MOF LANG LED.

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Photograph





(1) Plot Khasra NO - 240 area 0.077 Hectare,

(2) Plot Khasra NO - 388 area 0.032 Hectare

Situated at Village - Sarsawa Tehsil - Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorised Signal





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पॅकज़ त्यागी Parikaj Tyagi कब्प तिथि/ DOB: 90/06/1978 पुरुष / MALE



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आधार-अग्न अप्दमी का अधिकार





भारतीय विशिष्ट गृहचीन प्राधिकरण ANDVEROPEMBIQUEQUEAUREGHTY OF INDIA

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Addrees; Skoi Jei Prakéh Tyapi, 101, Bijali, Meena Ulei Praisch - 246266

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Aadhaar-Aam Admi ka Adhikar,

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भारत निर्वाचन आयोग ELECTION COMMISSION ०% INDIA पुरुवात पुत्र अध्यात पुत्र



निर्वाधक का गम Electors Name ः अषय कुण्डर खरे : Abhay Kumar Khare

पिता/सारा/पति का चम; एवं के पारे Father's/Mother's/ Husband's Name लिंग 18ex : पुरुष ⊯ade १त १९७५ को अप्

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ः ५ स्राः अफिर नगर : राज्यपटः : লাপ্সনক

Address

ydgress
H.No. :9
Yill/Mchalls : Shanker Haget
Tehsil : Lucktrow
Dist, : Lucknow

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দির্মাধ্যে বিসাধীকাণে প্রশিক্ষার্থ ছি হুরাছের কা প্রস্কৃতির দির্মাক হল ২০০২ - ক্ষম্পার মহিকদ Fecelula উল্লেখ্য তে তিত্তি শিক্ষার্থ সিল্লোকা তিতিয়া বিশ্ব 102-Luckness West A.C.

জ্ঞাপ : লভাক Place : Luicknew

विनांक Cata :01/05/85

इस जब मो विभिन्न सरकार योजन्यों के अनायेत पर्वपान पत्र के करों पर्वोग किया जा स्थाता है ! This card can be used as an Mankly Card under aliterant Government Programmes.



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क्रुसीत-शसक्य, निमान्तखण्ड

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पत्त बरामने पर, सरे पूर्व पर सुपना मानः विकास अस्तानको से के काञ्चल असे क्या माने पर दूसी करूमर को कही पाने के लिए सम्बोधिक पाने में यह नाई कान्य अक्टर निर्दे मानकोशिक पाने में यह नाई कान्य अक्टर निर्दे मानकोशिक पाने में यह नाई कान्य अक्टर निर्दे मानकोशिक पाने को क्या क्या माने क्या कार्य माने माने कार्य कार्य

Brief description of the instrument in short

Residential Nature of land 1.

Lucknow (Code 111) 2. Ward/Pargana

Sarsawa (V code 1081) 3. Village

Khasra Plot Numbers as per Schedule 1 of 4. Description of Property

this Joint Development Agreement, situated

at Village Sarsawa, Pargana, Tehsil sarojningger and District Lucknow.

Square Meter. 5. Unit of Measurement

36650 square meters. 6. Area of Property (land)

More than 500 meters away from Amar. 7. Position of Road (As per Parishisth):

Shaheed Path.

NIL. 8. Other descriptions

ğ, Total area of property

> (In case of Multi storey building) Not applicable

Not applicable Total covered area 10.

No trees hence, Not applicable 11. Value of Trees

Not applicable 12. Boarding/ Well/others

Not applicable Year of Construction 13.

14. Whether related to member

Na of Cooperative Housing Society

Rs. 209966129/-15. Market Value

Rs, 14697690/-16. Stamp Duty Payable

Stamp Duty paid on this instrument Rs. 14698000/-17.

No. of First Party (FIRST PARTY) ; One

No. of Second Party (SECOND PARTY) : One.

For EMAAR MGF LAND LTI

Authorised Signa

JOINT DEVELOPMENT AGREEMENT

This Agreement is executed at Lucknow on \mathcal{S}^{\sharp} day of October, 2016

8Y & 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 "ECE House", 28, Kasturba Gandhi Marg, New Delhi-110001, 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 30.08.2016 (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

Mr. Ram Prasad S/o Shri.Ram Swaroop , Resident of House No. 488/144, Najirganj, Khanna Mill , ,Tehsil & District Lucknow (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 3.665 Hec let 36650 square metres in village Sarsawa Tehsil Sarojninagar, 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 "Gomfi Greens" (the "Project") on an area admeasuring 226.37 acres (approx.) of land situated at Village Sarsawa, Ardonamau, Ahmemau and Pargana, Tehsil – Serojni nagar and District Lucknow, U.P (hereinafter referred to as the "Project Land") and

For EMAAR MOF LAND LTD.

Authorised Signalary

the layout of the Project has been duly approved by the concerned authorities ie. 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 pier tipe approved plans to be der lived by the 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 Agreement.
- H. In view of above the Land Owner hereby grants certain 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 Landadmeasuring 3.665 Hec le. 36650 square metres in village Sarsawa Tehsil Sarojninager, District Lucknowmore 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:

For EMAAR MGF LAND LID

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- 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 lables as varied from time to time;
- (h) Documents executed pursuant to this Agreement shall form part of this Agreement;
- (f) 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 D eveloper's epresents to the L and O wher, it hat the D eveloper is an thorized 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.
- The basic understanding between the Parties hereto is that the Land Owner shall hand over the Project Land to the Developer, and the Developer shall, at its own cost and expense, design, develop, construct, market and sell the units of 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 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 per the terms of this Agreement.

For EMAAR MGF LAND LTD.

Authorised Signatory



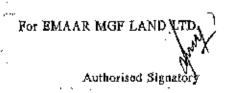
- 2.5 The Project Land shall be handed over by the Land Owner to the Developer for the development of the Project (defined hereinbefore) in accordance with the terms and conditions of this Agreement and as per applicable laws.
- 2.6 Land Owner state and confirm that the development and construction on the Project Land shall be undertaken by the Developer in terms of this Agreement, and the Developer shall obtain all approvals, sanctions and licenses, etc., from competent authority(s), 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, little 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 to take 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 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. 28281129/- (Rupses two crore eighty two lacs eighty one thousand one hundred twenty nine 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) The L and O wher's half be entitled to all otment of pilot of 149 5 sig. yids. (One thousand four hundred ninety five sig. Yds.) in the developed area of the Project





Land in the Project, (hereinafter referred to as the "Land Owners' Share") as consideration under this Agraement. The remaining developed portion of the Project Land shall be the share of 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 unit shall be done on the execution of this Agreement.
- 4.2 For the Consideration reserved herein and to be paid to the Land Owner as mentioned in this Agreement, the Developer has been irrevocably granted, assigned, transferred all 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 units in the Project. The Land-Owner has further stated that the Project Land is free from all charges, encumbrances, liens, disputes, mortgage etc.
- 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.

POWER OF ATTORNEY (POA)

The Land Owner has on this day executed Power of Attorney in favour of the Developer or its nominee 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 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 agree that the Power of Attorney executed by the Land Owner shall be registered with the Statutory Authorities.

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.

FOR EMAAR MOF LAND LTD

Authorised Signato

A SERVICE

- 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 c ase any duity/fee / charges / taxes et c., o fixiny nature w hatsoever, imposed upon the Project Land by any authority which is required to be paid with respect to the Project Land, the same shall be liable to 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

- 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 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.

For BMAAR MGF LANG LTD.

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- 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 same 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 consideration 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 fittle deeds and/or otherwise and the Land Owner shall keep the Project Land unencumbered. 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.
- The Developer hereby represents and warranties 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, ellot, book, the saleable areas of the Project as per its wishes 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 did all aids, dieeds aind things ais the Dieveloper may reasonably in equire for obtaining any permission, approvals, certificates with respect to the commencement.

For EMAAR MGF LAND LTD.

Authorised Signatory



- 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 In case it is permissible in law, the Land Owner shall transfer the title of the Project Land in favour of the Developer after taking regulaite 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.
- 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 and 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:

- 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, losses, liabilities, obligations, damages, deficiencies, judgmente, 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.
- 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 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

For EMAAR MGF LAND LTD.

Authorised Signatory

10



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: "ECE House", 28, Kasturba Gandhi Marg, New Deihi-110001Attention: Mr. Pankaj Tyagi,

12. WAIVER

The fallure 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 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

For EMAAR MGF LAND LTD.

Authorised Signators



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
 - (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

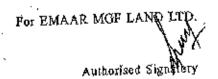
The Developer, under this agreement, solely holds the rights of assigning any rights or duties/liabilities to any third party. Any other assignment by the Land Owner to any third party shall be considered void.

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 Perty 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 :-

- (A) Total area of land in village Sarsawa is 3.665 Hec le. 36650 square metres, the Current Circle Rate fixed by the Collector, Lucknow for the land of village Sarsawa is Rs.7000/= per square meter. (For less than 9 metre vide road). Hence the cost of first 1000 sq metres land comes to 1000x7000= Rs. 70,00000/- and value remaining land area 35650Sq. Metres after depreciation 30% contes to 35650 x 4900 (7000-30%) = Rs.174685000/- Thus the total value of the land comes to Rs Rs. 70,000000/-+ Rs. 174685000/- = Rs 181685000/-
- (B) An aggregate sum of Rs. 28281129/- (Rupees two crore eighty two tacs eighty one thousand one hundred twenty nine 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 181685000/- + Rs. 28281129/- = Rs. 209966129/- on which the stamp duty @7% comes to Rs. 14697690/- in round figure stamp duty is being paid Rs.14698000/- (Rupses one crore forty six lacs ninety eight thousand Only).

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.14698000/- (Rupees one crore forty six lacs ninety eight thousand Only) is being paid by the first party on this deed through E-Stamp Certificate No.IN-UP 0 250 447.33 \$2.4580 dated 18-19-2016.

For EMAAR MGF LAND LTD.

Authorised Slavescy



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

For BMAAR MGF LAND LTD.

Emaar MGF £atitl £inited (PAN - AABCE4308B)

WITNESSES:

Signature

Name

S/o Address

Late N.K. Kharc 9. Shankar Nagar Niralanagar

y Kumar Khare

Signature

Name Yogash Bansal

SIO Late Shi R. K. Agarwal

Address 2/206 VIVER KHAND

Growth ragor, LRO

Typed by -- Vimal Singh

(Civil Gourt Lucknow)

Drafted By

il Mishra Advocate

SCHEDULE I

DESCRIPTION OF THE PROJECT LAND
Total land being agreed for JOINT DEVELOPMENT AGREEMENT hereunder is admeasuring 3.665 Hec le. 36650 square metres in village Sarsawa Tehsil Sarolninager, Dietrict Lucknow (the 'Subject land'), mentioned in the table below, -

DETAIL OF LAND WHICH BELONGS TO RAM PRASAD S/G RAM SAWROOP

10.000 200			A CONTRACTOR CONTRACTO				T-05-0 17 (04-011-12-1-10)
1	Lucknow	Srojni Nagar	Lucknow	Sársawa	374	0.2	0.2
2	Lucknow	Srojni Nagar	Lucknow	Sarsawa	377 - 🗸	0.77	0.353
: : 3	Lucknow	Srojni Nagar	Lucknow	5arsawa	377	0.77	0.128 ~
4	Lucknow	Srojni Nagar	Lucknow	Sarsawa	357	0.709	0.709
5	Lucknaw	Srojni Nagar	Lucknow	Sarsawa	232 🗸	0.65	0.650
6	Lücknow	Srojni Nagar	Lucknow	Sarsawa	327	0.087	0.067
7	Lucknow	Srojni Nagar	Lucknow	Sarsawa	433	0.165	0.165
8	Lucknow	Srojnî Nagar	Lucknow	Sarsawa	379p	1.989	1.2636
9	Lucknow	Srojni Nagar	Lucknaw	Sarsawa	240	0.077	0.077
10	Lucknow	Srojni Nagar	Lucknow	Särsäwa .	388 V	0.032	0.032
Total Area							3.665

For EMAAR MGF LAND LTD.

Authorised Signatory



ox lor selected area is

ok

ou

Boundaries of Khasra No.374, Situated at Village - Sarsawa Jehsil -

Sarojani Nagar District - Lucknow

East Khasra No- 372

West Khasra No- 376,378

North - Khasra No- 373

South - Khásra No- 375

Boundaries of Khasra No.377

East Khasra No- 376,373

- Khasra No- 380,381,382 West

- Khasra No- 350 North

South Khasra No- 378

Boundaries of Khasra No.357

East Khasra No-360,362,361

West - Khasra Nö- 356

North Khasra No- Border of Vill Ardaunamau

South - Khasra No- 358

Boundaries of Khasra No.232

East . - Khasra No~ 233

West - Khasra No- 231

North - Khasra No- 226,225

South: - Khasra No- 234,235,236

For EMAAR MOF LAND LTD.



Boundaries of Khasra No.327, Situated at Village - Sarsawa Tehsii -

<u>Sarojani Nagar District - Lucknow</u>

East - Khasra No- 329,330

West - Khasra No- 319

North - Khasra No- 328

South - Khasra No- 326

Boundaries of Khasra No.433

East - Khasra No-421, 392

West - Khasra No-436

North - Khasra No-432

South - Khasra No- 434

Boundaries of Khasra No.379p

East - Khasra No- 372

West - Khasra No- 380,398

North - Khasra No- 378/1143,375

South - Khasra No- 499

Boundaries of Khasra No.240

East - Khasra No- 241

West - Khasra No- 203,202

North - Khasra No- 239

South - Khasra No- 426

For EMAAR MGF LAND LTD.

Authorised Signifyry

St. St. Litter Be.

20,140.00 विक्रम अनुनंद विलेख 140 20,000.00 प्रकृति शुस्क 209,967,000.00 _{प्रिप्त} स्थिएद्री अग्रिम धनराशि कुमार एम.जी.एक लैंग्ड लि.हारा अचि इ. पंकल कुमार त्यागी पुतिपन्स स्य. जय प्रकाश त्यागी नी पुत्र श्री रिनस्त्रीत्रपुण अधिकारी के इस्ताक्षर पेपर मिल कंप्पालण्ड निषातगंज राखनजं त्यक्साय व्यापार विवासी स्वादी 4:56PM হিলাক 18/10/2016 अञ्चली पंता ने यह क्षेत्रपत्र हम कार्यालय में एप-नियम्बक (द्वितीय) स्त्री निक्सन हेतु ऐश किया । लखनक निध्यादन लेखपत्र बाब सुनने व समझने भजगुन च प्राप्त बनाग्रीश रू प्रतिखानसार उक्त 18/(0/2016 श्री शाम प्रसाद पुत्र ग्री रामस्वरूप विक्रेसा श्री पुरमाप पुन, जी एक सैण्ड लि.शार् अधि है. संकल येशा कृषि विवासी 488/144 ,नजीरगंज खन्ना भित लखनक कुमस् स्वागी पुत्र श्री स्व. जय प्रकाश त्यापी निवासी पेपर मिलं कम्पाउण्ड नियम्तर्गण संखनक क्षे निष्पादनं स्वीकारं किया । अथय कुमार खरे (अनुकी पहचान रतः एन,के.खर नोक्सी पोकर नगर निराता पगर लखना ជំនាប់ निसंसी चोनेश वंसल स्व. आर.में.अप्रवास 2/206 , विषेक रहण्ड गोमती मगर संखनक ण अधिकारी के इस्तीक पशा विवासी प्रत्यक्ताः गड साधिजों के निवान अंगृहे निवमानुभार सियं विक्रि _{बन्धक} (द्वितीय)

Boundaries of Khasra No.388, Situated at Village - Sarsawa Tehsil - Sarojani Nagar District - Lucknow

East - Khasra No- 387

West - Khasra No- 390

North - Chak Road 366 & Khasra No - 321

South - Khásra No- 389



For EMAAR MGF LAND LTD.

Anthorised Signatory

विकेता

Registration No.:

15915

Yeur:

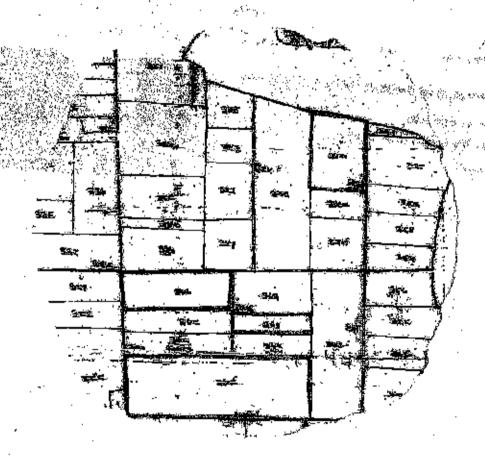
Book No

(१९६३) थुम्बार प्रमानकी एक जिंग्स सि.द्रांस देखि हैं. देवज हुनिए स्वानी स्व. जग प्रकाश स्वानी नेतर विस्त स्वीकृत्यन्त्र निवाकांज स्वानमा





Schedule -2 Site Plan



Khasra NO - 374 area 0. 2 Hectare , Khasra NO - 377 area 0. 353 Hectare

Khasra NO - 357 area 0. 709 Hectare , Khasra NO - 379p area 1.2636 Hectare

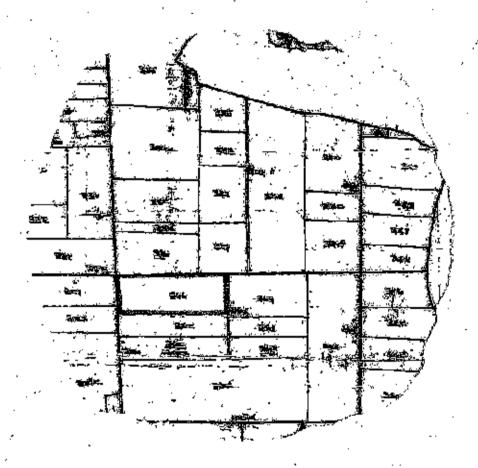
Shown & marked with red color, Comes under JDA. Situated at Village - Sarsawa Tehsil - Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorised Signatory







Khasra NO - 377 area 0.128 Hectare

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

For EMAAR MGF, LAND LTD.

Authorised Signatory



क्रैता

Registration No. :

15915

Year:

2,016

Book No.:

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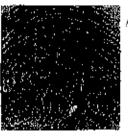
0201 सम प्रसाद

रायस्वरुप

488/144 ,नजीरगंज खन्ना मिल लखनुक

युनवि

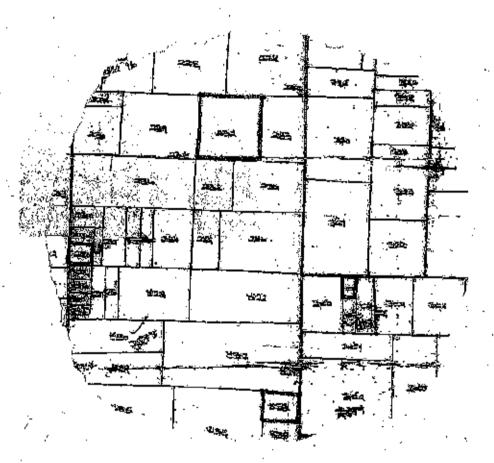






<u>Schedule -2</u>

Site Plan



Khasra NO - 232 area 0.650 Hectare , Khasra NO - 433 area 0.165 Hectare

Khasra NO - 240 area 0.077 Hectare , Khasra NO - 388 area 0.032 Hectare

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

For EMAAR MGF LAND LTD.

Authorised Signatory

Registration No.:

15915

Year:

2016

Book No. :

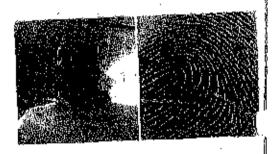
W1 अमय कुमार खरे

स्व. एन.के.खरे

9 , संकर नगर निराला नगर लखनक

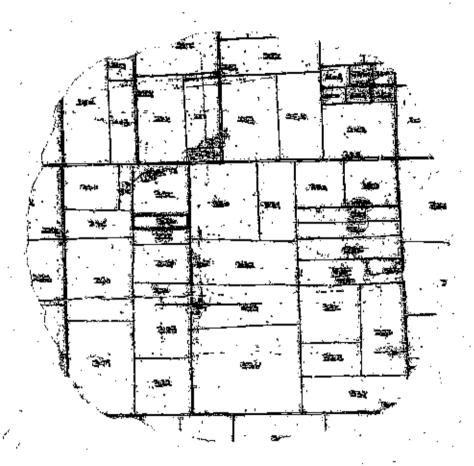
W2 योगेश यंसक स्व. आए.के.अग्रवाल 2/208 , क्विंक खण्ड गोमती नगर लखनक व्यापार







<u>Schedule -2</u> <u>Site Plan</u>



Khasra NO - 327 area 0.087 Hectare

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

For EMAAR MGF LAND LTD.

Authorised vignatory



<u>18/10/2016</u> কা आज दिनाक <u>19109</u> वहीं सं, जिल्द सं, 238 पृष्ट सं,

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकर्ण अधिकारी के हस्ताक्षर

उप-निबन्धक (वितीय)

लखनक

