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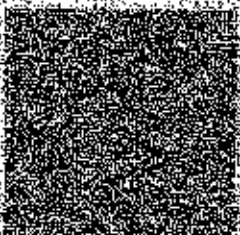


INDIA NON JUDICIAL  
Government of Uttar Pradesh

## e-Stamp

|                           |  |
|---------------------------|--|
| Certificate No.           | IN-UP02970548-2009P  |
| Certificate Issued Date   | 06-03-2010 10:24:10  |
| Account Reference         | SHRI L. P. SINGH & LACEMING PARK   |
| Unique Doc. Reference     | SUBRA PURSICIL015511103822P  |
| Purchased by              | EMAR MFLAND LTD  |
| Description of Document   | Article 5 Agreement and Memorandum of Understanding  |
| Property Description      | KH. SRA NO. 04 AND OFF. EASTANGA, 1836 Her. Mu<br>AND OFF. AT T. H. S. AND N. NAGAR, SICKLOW |
| Consideration Price (Rs.) |  |
| First Party               | EMAR MFLAND LTD  |
| Second Party              | LAKSHMI SON OF BIRAJU  |
| Stamp Duty Paid By        | EMAR MFLAND LTD  |
| Stamp Duty Amount (Rs.)   | 57,24,000  |
|                           | ETHIR. SEVEN LAKH FIFTY FOUR THOUSAND ONLY   |

619



Please write in blue ink on this line



0006727232



Photograph



Plot, Khajra NO- 55 area 0.129 Hectare

Situated at Village - Ardauna Mau Tehsil - Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorized Signatory

Handwritten signature in ink, appearing to read "SARAT K" or similar.



भारत सरकार  
GOVERNMENT OF INDIA



पंकज त्यागी  
Pankaj Tyagi  
जन्म तिथि/DOB: 30/06/1978  
पुरुष / MALE



3694 0527 7242

आधार-आम अदमी का अधिकार

*[Signature]*

*[Signature]*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:  
संबोधित: जय प्रकाश त्यागी,  
101, बिथोली, मेरठ,  
उत्तर प्रदेश - 245206

Address:  
SAC, Jai Prakash Tyagi, 101, Billa,  
Meerut,  
Uttar Pradesh - 245206

3694 0527 7242

Aadhaar-Aam Admi ka Adhikar



  
**भारत निर्वाचन आयोग**  
**ELECTION COMMISSION OF INDIA**  
 पहचान पत्र  
 IDENTITY CARD



निर्वाक 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  
 २.१.१९९५ को आयु : ३१  
 Age as on 1.1.1995

*Achan*

पता :  
 प्र.सं. : ९  
 ग्राम/मोहला : शंकर नगर  
 जिला : लखनऊ  
 Address :  
 H.No. : ९  
 Vill/Mohalla : Shankar Nagar  
 Tehsil : Lucknow  
 Dist. : Lucknow

निर्वाचक रजिस्ट्रेशन अधिकारी  
 के हस्ताक्षर की अनुमति  
 निर्वाचन क्षेत्र १०२-लखनऊ पश्चिम  
 Facsimile Signature of  
 Electoral Registration Officer  
 for 102-Lucknow West A.C.

स्थान : लखनऊ दिनांक : ०१/०६/९५  
 Place : Lucknow Date : 01/06/95

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.

भारत निर्वाचन आयोग  
पहुँचाई पत्र  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

RXM2698513



निर्वाचक का नाम :

योगेश बंसल

Elector's Name :

Yogesh Bansal

पिता का नाम : जय, के. बंसल

Father's Name : R.K. Bansal

लिंग / Sex : पुरुष / Male

जन्मतिथि DOB : 15/11/1974

*[Handwritten signature]*

RXM2698513

पत्र - न.सं. 2/208,

दिवस खण्ड 2 सोमवार नंबर,

प्रहरील-सबमंड, जिला-लखनऊ

Address- HNo. 208,

Village, Phase 2 Gumbi Nagar,

TEH-Lucknow, DIST-Lucknow

Date : 4-5-2013

173 - बसंत पूर्व विधानसभा क्षेत्र के

निर्वाचक अधिकृत के कार्यालय के निदेश पर

की अवधि

Facsimile Signature of the Electoral

Registration Officer for 173-Lucknow East

- Confidential

283167

यदि बदले पर, इसे पत्र पर अपना नाम  
निर्वाचक नमूना में दर्ज करवाने तथा उस  
पत्र पर इस नमूने का फोटो करने से इसे  
सम्बन्धित फार्म से यह फोटो तब तक हटाए जाए  
in case of change in address/registration this Card  
No. in the relevant Form for the following year  
shall be 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)                                      | : 12635 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<br>(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<br>of Cooperative Housing Society | : No   |
| 15. Market Value  | : Rs.53330171/-  |
| 16. Stamp Duty Payable  | : Rs. 3733170/-  |
| 17. Stamp Duty paid on this instrument                          | : Rs. 3734000/-  |

No. of First Party : One (1)  
No. of Second Party : One (1)

For EMAAR MGF LAND LTD.

Authorised Signatory

01/04/2015

## JOINT DEVELOPMENT AGREEMENT

This Agreement is executed at Lucknow on 8<sup>th</sup> day of March, 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 "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. Lakshman S/o Shri. Saraju, Resident of House, No. 102, Kha., Kabadliya Purwa, Tehsil & District Lucknow (hereinafter referred to as "Land Owner") which term shall where the context so admits include its heirs, legal representatives, as signees, 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 1.2635Hec. or 12635 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, Ardonamau, Ahmamau and Pargana, Tehsil - Sarojnagar and District Lucknow, U.P (hereinafter referred to as the "Project Land") and

For EMAAR MGF LAND LTD.

Authorized Signatory

*(Handwritten Signature)*

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 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 Land measuring 1.2635 Hec i.e. 12635 square metres in village Ardonamau Tehsil Sarojnagar, District Lucknow more particularly described in **Schedule I & 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 LTD.

4

Authorised Signatory

- (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 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.

Authorized Signatory

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, 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 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. 12179921/- (Rupees One Core twenty one lacs seventy nine thousand nine hundred twenty one 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 Land Owner shall be entitled to allotment of plot of 193.75 sq. yd. (one hundred ninety three point seven five sq. yds.) in the developed area of the Project

For BMAAR MGF LAND LTD.

Authorized Signat

Land in the Project, (hereinafter referred to as the "Land Owners' Share") as consideration under this Agreement. 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.
- 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.

#### 5. 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 MGF LAND LTD.

Authorized Signatory

#### 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 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

- 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 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 LAND LTD.

Authorized Signatory

27/01/2017

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 title 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.
- 9.9 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, allot, 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 do all acts, deeds and things as the Developer may reasonably require 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.

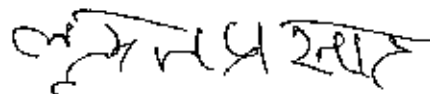
- 9.13 In case it is permissible in law, the Land Owner shall transfer the title of the Project Land in favour of the Developer after taking requisite approvals from the concerned authorities, for which the stamp duty and registration charges shall be borne by the Developer.
- 9.14 Any liability and 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.
- 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:

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

(B) **LAND OWNER**- Mr. Lakshman S/o Shri. Saraju.

Address: House. No. 102, Kha, Kabadlya Purwa, Tehsil & District Lucknow  
Attention: Mr. Lakshman

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 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
- (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.

*[Handwritten signature]*

## 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 Ardonamau is 1.2635 Hec. i.e. 12635 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  $1000 \times 4500 = \text{Rs. } 45,00,000/-$  and value remaining land area 11635 Sq. Metres after depreciation 30% comes to  $11635 \times 3150 (4500-30\%) = \text{Rs. } 36,65,02,50/-$  Thus the total value of the land comes to  $\text{Rs. } 45,00,000/- + \text{Rs. } 36,65,02,50/- = \text{Rs. } 81,65,02,50/-$

(B) An aggregate sum of Rs. 12179921/- (Rupees one crore twenty one lacs seventy nine thousand nine hundred twenty one 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  $\text{Rs. } 81,65,02,50/- + \text{Rs. } 12,17,99,21/- = \text{Rs. } 93,83,01,71$  on which the stamp duty @7% comes to Rs. 65,68,122/- in round figure stamp duty is being paid Rs. 65,70,000/- Rupees thirty seven lacs thirty four Thousand 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. 65,70,000/- is being paid by the first party on this deed through

E-Stamp Certificate No. IN-UP02970164812009P dated 2-03-2017.

12-11-17

For BMAAR MGF LAND LTD.

Authorized Signatory

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 EMAAR MGF LAND LTD.

Emaar MGF Land Limited Signatory  
(PAN - AABCE4308B)

Land Owner

For EMAAR MGF LAND LTD.

WITNESSES:

1. Signature

Name

S/o

Address

Abhay Kumar Khare  
Late N. K Khare  
9, Shaulkar Nagar,  
Nivalanagar,  
Lucknow.

2. Signature

Name

S/o

Address

Yogesh Bansal  
S/o Late R K Agarwal  
A/O RKA 2/206, Videsha  
Khand Gomti Nagar  
2KO

Typed by - Vimal Singh

Vimal  
( Civil Court Lucknow)

Drafted By

Atul Mishra Advocate

For EMAAR MGF LAND LTD.

Authorised Signatory

# SCHEDULE I

## DESCRIPTION OF THE PROJECT LAND

Total land being agreed for JOINT DEVELOPMENT AGREEMENT hereunder is admeasuring 1.2635 Hec. or 12635 sq metre. in village Ardonamau Tehsil Srojni Nagar, District Lucknow (the 'Subject land'), mentioned in the table below, -

### DETAIL OF LAND WHICH BELONGS TO Mr. LAKSHMAN S/O SARAFI

| Sl. No.    | Village | Tehsil       | District | Mauza       | Area (Sq. Metre) | Area (Hec.) | Area (Acre) |
|------------|---------|--------------|----------|-------------|------------------|-------------|-------------|
| 1          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 44 ✓             | 0.208       | 0.208       |
| 2          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 16 ✓             | 0.218       | 0.218       |
| 3          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 166p ✓           | 0.341       | 0.215 ✓     |
| 4          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 33 ✓             | 0.276       | 0.138 ✓     |
| 5          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 132 ✓            | 0.316       | 0.158 ✓     |
| 6          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 135 ✓            | 0.395       | 0.1975 ✓    |
| 7          | Lucknow | Srojni Nagar | Lucknow  | Ardauna Mau | 55 ✓             | 0.129       | 0.129 ✓     |
| Total area |         |              |          |             |                  |             | 1.2635      |

*Handwritten signature/initials*

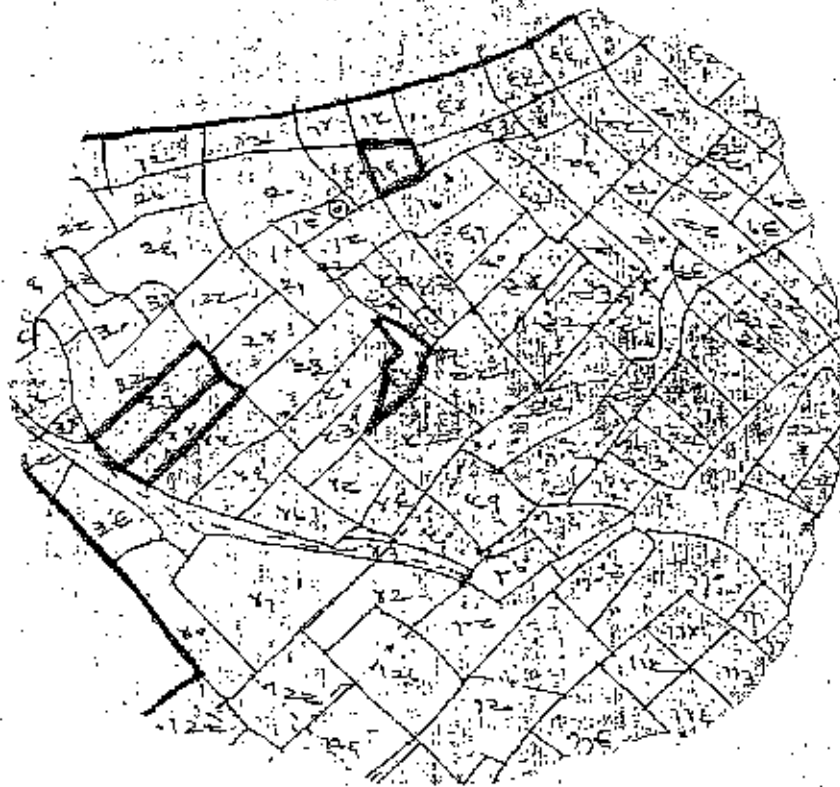
For EMAAR MGF LAND LTD.

Authorized Signatory

OK  
OK  
OK  
OK  
OK  
OK  
OK

Schedule -2

Site Plan



Khasra NO - 44 area 0.208 Hectare, Khasra NO - 16 area 0.218 Hectare

Khasra NO - 33 area 0.138 Hectare, Khasra NO - 55 area 0.129 Hectare

Shown & marked with red color, Comes under JDA. Situated at Village - Ardauna Mau Tehsil -

Sarojani Nagar District - Lucknow

20/12/2022

For EMAAR MGF LAND LTD.

Authorized Signatory

ने निष्पादन स्वीकार किया।

जिनकी पहचान अमय कुमार खरे  
एच.एन.के.खरे

पेशा नौकरी

निवासी 9 शंकर नगर लखनऊ

व योगेश बंसल  
स्व.आर.के.अग्रवाल

पेशा व्यापार

निवासी 2/206 विवेक खन्त गोमती नगर, लखनऊ

ने की।

प्रत्यक्ष भद्र साक्षियों के निशान कंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)  
लखनऊ  
8/3/2017



**Boundaries of Khasra No.44, Situated at Village - Ardauna Mau Tehsil -**  
**Sarojani Nagar District - Lucknow**

East - Khasra No- 23,24,45  
West - Khasra No- 43  
North - Khasra No- 33  
South - Khasra No- 45

**Boundaries of Khasra No.16**

East - Khasra No- 63  
West - Khasra No- 19,20  
North - Khasra No- 15  
South - Khasra No- 17

**Boundaries of Khasra No.166p**

East - Khasra No- 167  
West - Khasra No- 165  
North - Galiyara  
South - Border of vill Ahmamau

**Boundaries of Khasra No.33**

East - Khasra No- 24,25  
West - Khasra No- 32,43  
North - Khasra No- 32  
South - Khasra No- 44

For BMAAR MGF LAND LTD.

Authorised Signatory

CHITRA SINGH

Boundaries of Khasra No.132, Situated at Village - Ardauna Mau Tehsil -  
Sarojani Nagar District - Lucknow

- East - Khasra No- 129,131
- West - Khasra No- 134,135, Border of vill Sarsawa
- North - Khasra No- Border of vill Sarsawa
- South - Khasra No- 133,134

Boundaries of Khasra No.135

- East - Khasra No- 134,136,140
- West - Border of vill Sarsawa
- North - Khasra No- 132 & Border of vill Sarsawa
- South - Khasra No- 140,142,144

Boundaries of Khasra No.55

- East - Khasra No- 52,95
- West - Khasra No- 54,53
- North - Khasra No- 56,54,23
- South - Khasra No- 52

महेश्वर 12/4/15

For EMAAR MGF LAND LTD.

Authorised Signatory

विक्रय अनुबंध विलेख

53,330,171.00

20,000.00

120 20,120.00

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प्रतिफल भाविगत अग्रिम धनराशि कील रजिस्ट्री एकल व प्रति शुल्क योग शब्द लागूमान

एम्मार एम जी एफ लैन्ड लि.डा.अधि.हस्ता.पंकज त्यागी

पुत्र श्री जय प्रकाश त्यागी

व्यवसाय नौकरी

निवासी छावी ई सी ई हाउस 28 कस्तूरबा गांधी मार्ग दिल्ली

कस्तूरबा पता

ने यह लेखपत्र इस कार्यालय में दिनांक 8/3/2017 समय 4:44PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)

लखनऊ

8/3/2017

निष्पादन लेखपत्र वाद सुनने व समझाने कमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता

क्रेता

एम्मार एम जी एफ लैन्ड लि.डा.अधि.हस्ता.पंकज त्यागी

पुत्र श्री जय प्रकाश त्यागी

पेशा नौकरी

निवासी ई सी ई हाउस 28 कस्तूरबा गांधी मार्ग दिल्ली



श्री सुदामन

पुत्र श्री सरजू

पेशा व्यापार

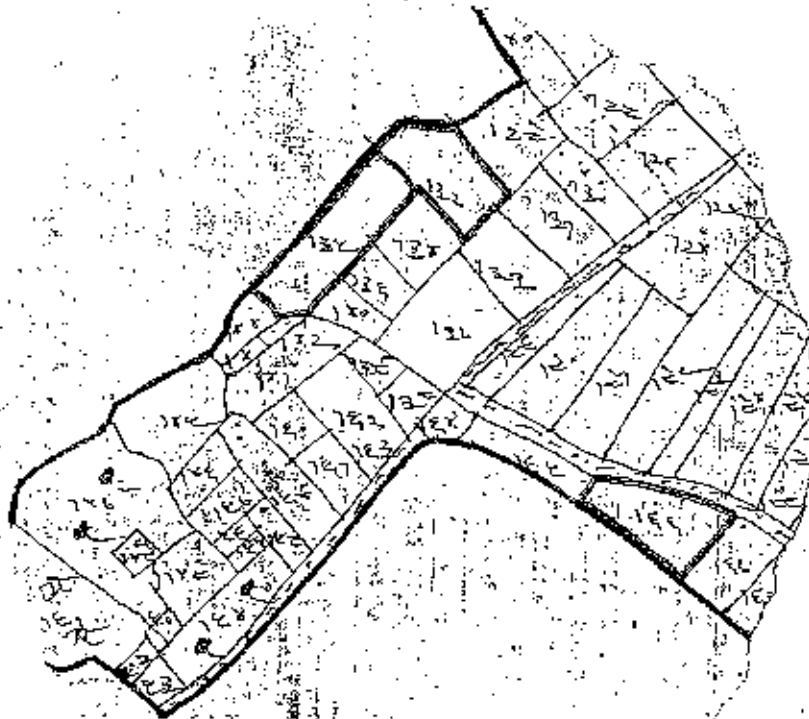
निवासी 102ख कनकिया पुरवा लखनऊ

लखनऊ 8/3/2017



Schedule -2

Site Plan



Khasra NO - 166p area 0.215 Hectare Khasra NO - 132 area 0.158 Hectare

Khasra NO - 135 area 0.1975 Hectare

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

Handwritten signature/initials.

For EMAAR MGF LAND LTD.

Authorized Signatory

चिकेता

Registration No.: 2274

Year: 2017

Book No.: 1

0101 एस्मार एम जी एफ लैन्ड लि.डा.अधि.हस्ता.पंकज त्यागी

अथ प्रकाश त्यागी

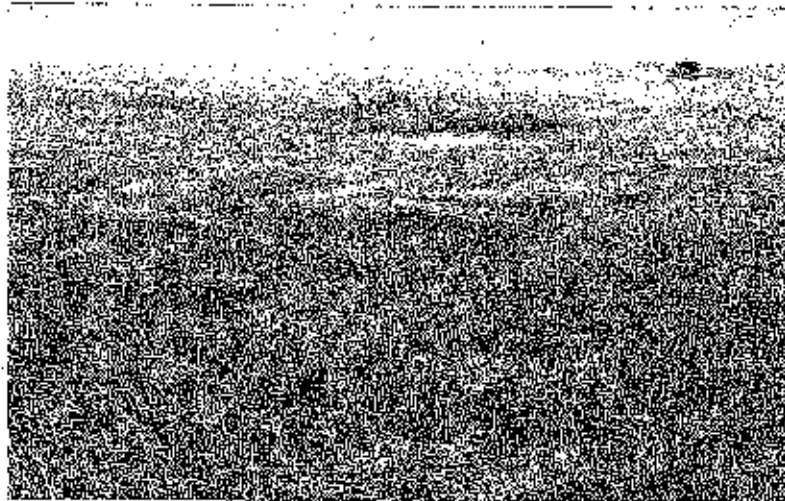
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लीकरी

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Photograph



- (1) Plot Khasra NO - 44 area 0.208 Hectare,
- (2) Plot Khasra NO - 16 area 0.218 Hectare

Situated at Village - Ardauna Mau Tehsil - Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorised Signatory

*Handwritten signature/initials*



Registration No. :

Year: 2017

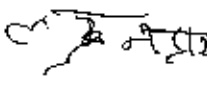
Book No. : 1

0201 लक्ष्मण

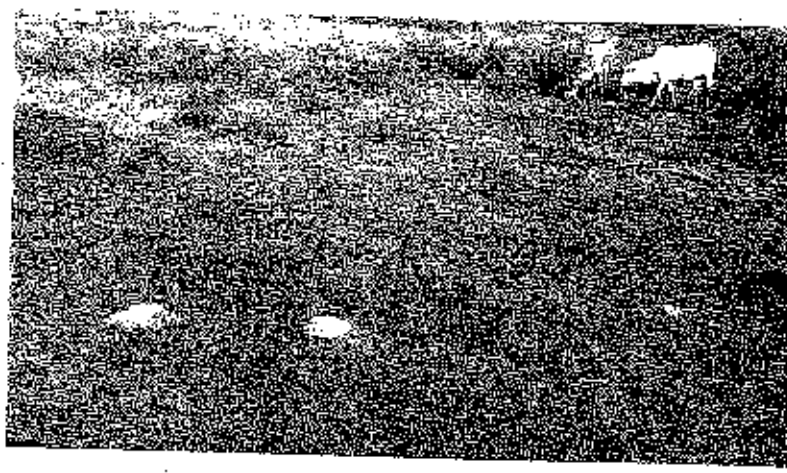
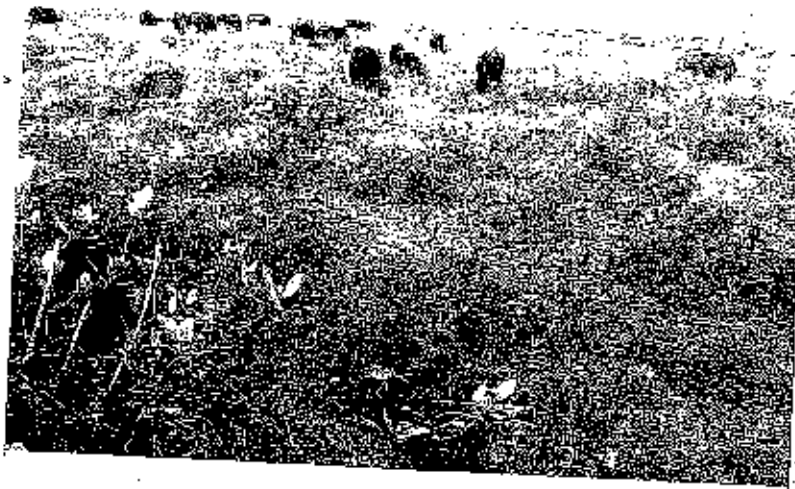
पुनरुज्जु

102स्र कम्बुडिया पुरवा लखनऊ

**व्यापार**



Photograph



(1) Plot Khasra NO - 166p area 0.215 Hectare

(2) Plot Khasra NO - 39 area 0.138 Hectare

Situated at Village - Ardauna Mau Tehsil - Sarojani Nagar District - Lucknow

For EMAAR MGF LAND LTD.

Authorised Signatory

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गवाह

Registration No.: 2274

Year: 2017

Book No.: 1

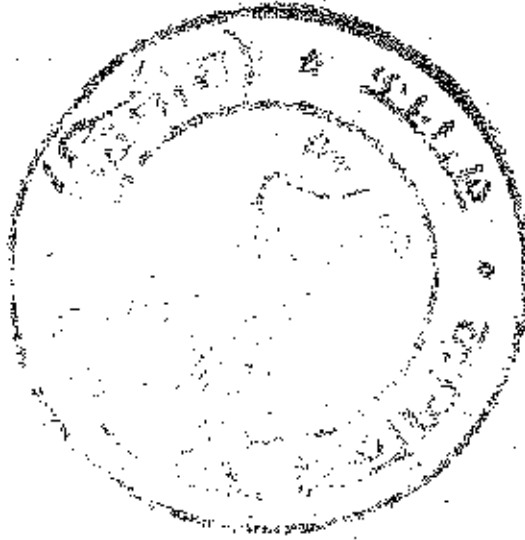
W1 अश्व कुमार खरे  
स्य. एन. के. खरे  
8 शंकर नगर लखनऊ  
नौकरी

*Ashu*



W2 योगेश शंखल  
स्य. आर. के. आग्रवाल  
2/206 विवेक खण्ड गोमती नगर, लखनऊ  
व्यापार

*Yash*



Photograph



(1) Plot Khasra NO - 132 area 0.158 Hectare

(2) Plot Khasra NO - 135 area 0.1975 Hectare

Situated at Village - Ardauna Mau Tehsil - Sarojani Nagar District - Lucknow

हस्ताक्षर

For EMAAR MGF LAND LTD.

Authorised Signatory

आज दिनांक 08/03/2017 को

बही सं. 1 जिल्ह सं. 19432

पृष्ठ सं. 317 से 362 पर कर्मांक 2274

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

8/3/2017



