



उत्तर प्रदेश UTTAR PRADESH

FORM
'B' See rule 3(4)

EN 838449

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE
PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit Cum Declaration

Affidavit Cum Declaration of Mr. VAIBHAV JAIN promoter of the proposed project/ duly authorized by
the promoter of the proposed project, vide its/his/their authorization dated

I/ promoter of the proposed project/ duly authorized by the promoter of the proposed project do
hereby solemnly declare, undertake and state as under:

That I/ promoter have /has a legal title to the land on which the development of the project is

proposed
HIS PROJECTS PVT.LTD. have/ has legal title to the land on which the development of the
proposed project is to be carried out.

a legally valid authentication of title of such land along with an authenticated copy of the agreement
between such owner and promoter for development of the real state project is enclosed here with.

2. That the said land is free from all encumbrances.

3. That the time period within which the project shall be completed by me/promoter is 3 years
and 4 months having start date of 1/04/2019 and end date 31/07/2022.

[Signature]

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 नाम का कार्य करने का प्रमाण
 स्थापन कार्य करने वाले का नाम/पता
 स्थापन की तिथि/दिनांक
 स. नं. १ सिड्डी स्थापन विक्रेता
 स. नं. १ स्थापन कार्य करने वाले का नाम/पता
 दिनांक/महत्त्व - १३ नवम्बर १९७९

११
 वेधक जन पुत्र श्री रमेश चन्द्र जैन
 भावसाद



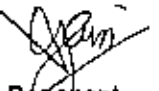
4. That seventy percent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That I/ promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I/promoter shall take all the pending approvals on time, from the competent authorities.
9. That I/promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I/promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Ghazlabad on this 30 day of March 2019.


Deponent
VAIBHAV JAIN


Deponent
VAIBHAV JAIN


Enclosed:

- 1) General Agreement between M/s EUPHORIA SPORTS CITY PRIVATE LIMITED and M/s RISE PROJECTS PRIVATE LIMITED.

General Agreement No :IN-DL-57545330155277R

Dated: 14/03/2019



ATTESTED

PRAMOD KUMAR
Advocate & Notary
33, Naryay Mkt G2B INDIA

30 MAR 2019



उत्तर प्रदेश UTTAR PRADESH

FORM 'B'
[See ruleJ(4)]

EN 849521

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE
PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr. VAIBHAV JAIN promoter of the proposed project / duly
authorized by the promoter of the proposed project, vide its/his/their authorization dated

I, promoter of the proposed project / duly authorized by the promoter of the
proposed project do hereby solemnly declare, undertake and state as under:

1. That I / promoter have / has a legal title to the land on which the development of the project is
proposed

OR

EUPHORIA SPORTS CITY PVT LTD. have/has a legal title to the land on which the
development of the proposed project is to be carried out

AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement
between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances,

3. That the time period within which the project shall be completed by me/promoter is 3 years and 4
months having start date of 1/04/2019 and end date 31/07/2022.

1-1 APR 2019





Ugibhav Jain
S/o Ramesh Chandra Jain
R/o Chauribadi

4. That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.


Deponent
Vaibhav Jain

Verification


The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.


Verified by me at Ghaziabad on this 1ST day of April 2019.

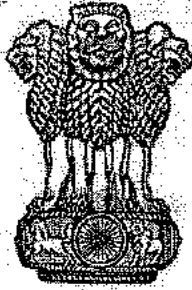

Deponent
Vaibhav Jain



- 1 APR 2019


Om Prakash Singh
NOTARY GHAZIABAD
ATTESTED


Om Prakash Singh
NOTARY GHAZIABAD
ATTESTED



सत्यमेव जयते

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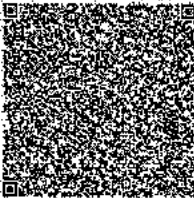
Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL57545330155277R
Certificate Issued Date	: 14-Mar-2019 06:46 PM
Account Reference	: IMPAGO (IV)/ dl968103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96810320709487713979R
Purchased by	: EUPHORIA SPORTS CITY PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EUPHORIA SPORTS CITY PRIVATE LIMITED
Second Party	: RISE PROJECTS PRIVATE LIMITED
Stamp Duty Paid By	: EUPHORIA SPORTS CITY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

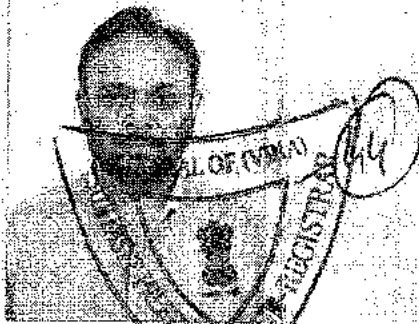
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D.D.B 10-12-74

D.O.B 7-8-82

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A No- 518093428700
For Euphoria Sports City Pvt. Ltd.



A No- 935913645853
RISE PROJECTS PVT. LTD.

DL NO.- UPPFZ001000
7375

Statutory Alert: Authorised Signatory

The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details of this Certificate and as

For Euphoria Sports City Pvt. Ltd.

GENERAL AGREEMENT

THIS GENERAL AGREEMENT ("Agreement") is made at Delhi on this 15th day of March, 2019 ("Effective Date");

For RISE PROJECTS PVT. LTD.

BY AND AMONGST:

EUPHORIA SPORTS CITY PRIVATE LIMITED, a company incorporated under the laws of India bearing CIN U45400DL2011PTC228032 and having its registered office at 212, Wadhwa Complex D-288/10, Laxmi Nagar, New Delhi - 110092, represented by its Authorized Signatory Mr. Akshat Jain son of Mr. A.P. Jain, (hereinafter referred to as "Owner", which expression shall unless repugnant to the context mean and include its successors, representatives and permitted assigns) of the **FIRST PART**.

AND

RISE PROJECTS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 bearing CIN U70102DL2013PTC247954 and having its registered office at Lower Ground Floor, 195, Ram Vihar, Delhi - 110092, represented by its Authorized Signatory Mr. Vaibhav Jain son of Mr. Ramesh Chand Jain (hereinafter called the "Developer", which expression shall mean and include its successors, nominees and permitted assigns) of the **SECOND PART**.

The Owner and the Developer may hereinafter also be individually referred to as a "Party" and jointly as the "Parties".

WHEREAS:

- A. The Owner is sole and exclusive owner of leasehold rights of Plot of land bearing number SC-01 and admeasuring 3,52,036 Sq. Meter ("Total Land") situated at Sports City, Adjoining Tech Zone-IV of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh details whereof are set forth in **Schedule I** hereof, forming part of proposed sports city in terms of Scheme 2010-11 for development of Sports City in Greater Noida ("Scheme").
- B. The Total Land was allotted and leased to the Owner for a period of 90 years by the Greater Noida Industrial Development Authority ("GNIDA") vide lease deed dated May 24, 2016, bearing document No. 18633, duly registered in the office of Sub-Registrar, Sadar, Gautam Buddha Nagar, on July 13, 2016 ("Lease Deed"), executed by GNIDA in favour of the Owner.
- C. The Owner has represented to the Developer that in terms of the Scheme, residential, commercial and permissible components can be developed on a part of the Total Land as described in **Schedule II** hereof (the "Project Land") in proportions prescribed in the Scheme and the Applicable Laws.
- D. The Developer is a company engaged in real estate development and undertaking the construction, development and marketing of real estate projects and has requisite resources at its disposal to obtain the requisite licenses, approvals, permissions etc. from the appropriate statutory authorities in this regard.

For Euphoria Sports City Pvt. Ltd. Owner Authorized Signatory	For RISE PROJECTS PVT. LTD. Developer
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- E. The Developer being desirous of developing and acquiring rights for the Project (as defined hereinafter) to be developed on the Project Land and relying on the representations and warranties of the Owner, have approached the Owner with a request to transfer and assign the sole and exclusive Development Rights (as defined hereinafter) of the Project Land, and the Owner has agreed to sell, grant/ transfer and assign the same to the Developer on terms and condition set forth herein.
- F. Pursuant to the various discussions between the Parties, the Parties are desirous of executing the present agreement to record mutually agreed terms and conditions for transfer of the Development Rights of the Project Land in favour of the Developer.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"Agreement" means this General Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project as contemplated under this Agreement.

"Common Areas and Facilities" means and include all common open area roads parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor, water supply, power supply, drainage, sanitation, security systems, fire-fighting facilities and other facilities in the Project as may be provided for common use.

"Development" shall in addition to its natural grammatical meaning of the expression also include any work of permanent character or otherwise created on the Project Land for any permissible purpose as per Applicable Laws, and includes design and planning, construction and development of structures, roads, infrastructure and provisions for water, electricity, sewage, communication, safety, parking, entertainment and future maintenance of the same.

For Euphoria Sports City Pvt. Ltd.

Authorized Signatory

2

For RISE PROJECTS PVT. LTD.

Developer

Authorized Signatory

"Development Rights" shall in addition to the natural grammatical meaning of the expression also include:

- (i) Irrevocable, sole and exclusive rights to the Developer to commence, carry out and complete the Development of the entire FAR available on the Project Land, at its own cost and expense through its agents, servants or assigns, subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unhindered access to the Project Land including ingress and egress, and do all activities for Development thereupon.
- (ii) the irrevocable, sole and absolute right to own, alienate, transfer, sell, convey or otherwise assign or part with possession of Project Land and the Project including development thereon with proportionate and undivided rights in the land underneath and or other facilities at any time and to receive, retain and appropriate all sale proceeds therefore from any prospective buyers/transferees without limitation or lien;
- (iii) the irrevocable, absolute and exclusive right to directly or indirectly transfer pro-rata title in the units/spaces/areas in Project to the prospective buyers, by execution of suitable deeds and documents in respect thereto;
- (iv) the irrevocable, sole and absolute right to own, alienate, transfer, sell, convey, sub-lease or otherwise assign or part with possession of the Salcable Area and other areas in the Project with proportionate and undivided rights in the Project Land and or other facilities at any time and to receive, retain and appropriate all proceeds therefore from any prospective buyers/transferees without limitation or lien;
- (v) the irrevocable, absolute and exclusive right to maintain all the Development and pursuant thereto the right to enter into agreements with purchasers, occupiers and owners of the units in the Project or the Project Land for receiving all service charges and costs from them without any limitation or lien; and
- (vi) the irrevocable, sole and absolute right to deal with the Project or the Project Land at its sole discretion including to transfer, assign or part off with the same without any interference of the Owner.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, gift, title retention, including without limitation any claim, mortgage, collaboration, development, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, judicial forum, statutory agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or Government of Uttar Pradesh, any other state government and/or statutory/ non-statutory authority including GNIDA.

<p>Owner For Euphoria Sports City Pvt. Ltd.</p> <p><i>[Signature]</i> Authorised Signatory</p>	<p>Developer For RISE PROJECTS PVT. LTD.</p> <p><i>[Signature]</i> Authorised Signatory</p>
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and RERA Authority.

"GPA" means the general power of attorney executed simultaneously by the Owner in favour of the Developer and its Representatives for Development Rights and Development of the Project on the Project Land substantially in the form annexed hereto and marked as Schedule III.

"Gross Revenue" shall mean and include any and all revenues and proceeds on account of sale/ lease/ license/ transfer or other disposal of the interest in the Saleable Area including but not limited to any advance bookings, earnest money, preferential location charges, parking, Power Back up, interest, transfer fees, or any other charges that are recovered or recoverable from the customers of the Project, excluding the brokerage. Provided that in the event of the lease or license of the Saleable Areas, the Gross Revenue would mean the lease rental or license fee.

"Project" collectively means the Development to be carried by the Developer on the Project Land in terms of the Scheme.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"RERA" shall mean Real Estate (Regulation and Development) Act, 2016, as amended from time to time along with the rules and regulations made thereunder.

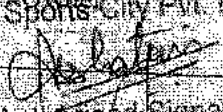

"RERA Authority" shall mean the Government Authority constituted under RERA, as applicable to the State of Uttar Pradesh.

"Saleable Area" is defined as the total super built up area of the Project and shall mean and include the plinth area of the units / villas/ commercial space/ multiplex/ facilities constructible over the Project Land, as per the Applicable Laws after loading for Common Areas and Facilities and includes every part of the Project for which any amount is charged from the prospective customers.

1.2 Interpretations:

In this Agreement, unless the context otherwise requires:

- (i) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) headings in this Agreement are inserted for convenience only and shall not be used

Owner: City Pvt. Ltd. For Euphoria Sports City Pvt. Ltd.  Authorised Signatory	Developer: RISE PROPERTIES PVT. LTD.  Authorised Signatory
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in its interpretation:

- (v) the recitals, schedules and annexures to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.
- (vi) references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
- (viii) reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (ix) the Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

ARTICLE 2 GRANT OF DEVELOPMENT RIGHTS

- 2.1 In lieu of payment of the Sale Consideration (*as defined hereinafter*) to the Owner by the Developer in the manner contained hereinafter, the Owner, on the Effective Date, hereby sells, grants, transfers and assigns to the Developer and the Developer hereby acquires the sole, absolute, exclusive and irrevocable Development Rights in relation to the Project Land, subject to the terms and conditions contained herein.
- 2.2 The Parties agree that from the Effective Date, the Developer shall be the absolute owner and beneficiary of all titles, rights, interests and privileges in respect of the Development Rights for Project and the Project Land.
- 2.3 The Developer shall be entitled and have the absolute and unrestricted rights to undertake and carry out the Development of the Project on the Project Land hereof in terms of the Approvals and the Applicable Laws for development of various components of the Project including sale thereof, as may be deemed appropriate by the Developer, without any interference by Owner or any party/person claiming under or through the Owner. With effect from the Effective Date, the Developer shall be the sole owner of the Development Rights of the Project Land.
- 2.4 The Owner hereby represents and declares that it has full authority and right and has taken all requisite corporate approvals to execute this Agreement and perform its obligations hereunder.
- 2.5 The Owner is left with no rights, titles and interests in the Development Rights of the Project Land and/or the Project in any manner whatsoever and all rights, titles, interests, entitlements of the Owner in the same are hereby transferred/assigned absolutely in favour of the Developer immediately.



<p>For Euphoria Sports City Pvt. Ltd. Owner</p> <p style="text-align: center;"> Authorised Signatory</p>	<p>For RISE PROJECTS PVT. LTD. Developer</p> <p style="text-align: center;"> Authorised Signatory</p>
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- 2.6 The Owner agrees, accepts and acknowledges that, based on the assurances, representations and warranties granted by Owner, the Developer shall incur substantial expenditure for the Development of the Project on the Project Land and shall have to deploy innumerable resources and manpower, therefore, Owner hereby undertakes, agrees, assures and declare that the Development Rights granted to the Developer are irrevocable and cannot be terminated. The Developer, at its sole discretion, would have the absolute, unfettered and unconditional rights to develop, market and sell, including the rights to transfer and/or assign the Development Rights to any third party in full or part without the prior approval of Owner, and Owner shall render all assistance which may be required in this regard including the signing and executing/registering documents, deeds, applications, affidavits etc.
- 2.7 Notwithstanding anything contained herein, the Developer shall have a right to (a) sell, assign and transfer the plots in the Project Land, (b) to assign or sub-let the Project Land, and (c) to sell the developed units/ areas of the Project.
- 2.8 It is hereby agreed between the Parties that any additional FAR purchasable with respect to the Project Land in accordance with the Applicable laws shall be part of Project Land. The Developer shall be entitled to acquire such additional FAR at its own costs and expenses. The Developer shall not be liable to pay any additional consideration to Owner on this account.

ARTICLE 3 CONSTRUCTION AND DEVELOPMENT

- 3.1 With effect from the Effective Date, the Developer shall have the exclusive rights, entitlement and authority for the Development on the Project Land, at its own cost and expense and commercially utilize/exploit the same as per the Applicable Laws.
- 3.2 It is hereby further agreed that if due to any change in policy/rules of the Governmental Authority, any additional FAR beyond the FAR prescribed in Schedule II hereof at any time after the Effective Date is made available or purchasable, whether during the course of the Development or after the completion of Development, such additional Development shall be the exclusive property of the Developer without having to pay any additional consideration to the Owner in any form whatsoever. However, all costs and expense to be incurred for acquiring such additional FAR shall be paid and borne by the Developer.
- 3.3 On the Effective Date, the Owner shall hand over the vacant and peaceful possession of the Project Land to the Developer and shall also grant to the Developer and its Representatives, irrevocable license to enter into the Project Land and to possess the same for the purpose of planning, beautification, landscaping, putting up hoarding, survey of the Project Land and to do all acts for carrying out the Development of the Project.
- 3.4 The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the Development without any interference by the Owner or any third party.
- 3.5 In order to enable the Developer to undertake the Development and exercise the Development Rights in terms of this Agreement, the Owner shall, simultaneously with the execution hereof, execute and register a GPA in favour of the Developer and/or its


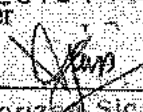
Owner For Euphonia Sports City Pvt. Ltd.  Authorised Signatory	For RIS DEVELOPERS PVT LTD 
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Representatives, which shall be in the form set forth in Schedule III hereto, thereby authorizing and empowering the Developer and/or its Representatives to do all acts, things and deeds necessary on their behalf for the Development of the Project on the Project Land, deal with the Project and the Project Land in accordance with the terms of this Agreement and to give effect to this Agreement, including pursuing various applications concerning the obtaining and grant of Approvals provided. It is also agreed that the Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertakings and take such other actions as may be required for purposes of the Development, marketing and/or sale/transfer of the Project/Project Land or part thereof and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

- 3.6 The Owner shall not interfere, hinder or carry out any obstruction in the Development in any manner whatsoever in the construction of the Development/marketing/sale/transfer of the Project or any additional FAR by the Developer and shall provide all assistance and co-operation as may be required by the Developer in relation thereto without any financial obligations on the Owner. The Owner shall duly fulfill and perform its obligations under this Agreement, failing which the Developer shall be entitled to claim from the Owner all the losses and damages suffered or which it is likely to suffer including any penalties, fines, demands as may be imposed on the Developer as a result of breach of the obligations of the Owner.
- 3.7 The Owner shall execute a special power of attorney ("SPA") in favour of the Developer authorizing it to execute necessary document for loans to be obtained by the customers of the Project in the format set forth in Schedule IV hereof.

ARTICLE 4 APPROVALS

- 4.1 The Developer shall be entitled to prepare and file the design, layout plans, building plans, etc. and undertake and complete the Development on the Project Land at its own cost and expenses. The Developer shall make the Development in conformity with the Approvals and the Applicable Laws.
- 4.2 All the payments to be made to GNIDA or other authorities with respect to the Approvals shall be paid and borne by the Developer.
- 4.3 The Owner shall be responsible to make payment of all outstanding dues with respect to the lease premium, farmer's compensations, lease rents, interest, penal interest and any other charges payable to GNIDA in respect of the Project Land directly to GNIDA. The Owner shall be entitled to get the amounts payable to GNIDA for the Project Land rescheduled at its own costs and expenses.
- 4.4 Any bank guarantees required to be provided for the Approvals for the Project shall be provided by the Developer from its own resources.
- 4.5 The Owner shall provide necessary cooperation and assistance of the Developer for obtaining the Approvals including execution of necessary documents, applications, undertakings and affidavits, etc. at the costs and expenses of the Developer.

For Euphoria Sports City Pvt. Ltd.  Authorized Signatory	7	For RISE PROJECTS PVT. LTD. Developer  Authorized Signatory
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ARTICLE 5
ROLE, RESPONSIBILITY AND OBLIGATIONS OF OWNER

- 5.1 The Owner hereby assures and agrees not to disturb, prevent or interrupt the Development activities carried out by the Developer and/or commit any act or omission that may result in stoppage or delay of the Development to be undertaken pursuant to and in accordance with this Agreement.
- 5.2 The Owner undertakes and assures that it shall not, in any way, transfer, Encumber, mortgage or part with its/their rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance or third party rights on the Project Land or create any hindrance or obstruction in the Development of the Project, except as may be directed by the Developer.
- 5.3 The Owner shall if required and instructed by the Developer, execute tripartite sale deed(s) or other form of title documentation in favour of the prospective buyers/transferees of the areas/units/spaces comprised in the Project along with proportionate undivided share in the Project Land.
- 5.4 The Owner shall provide all legal documents, attorneys and agreements, as required by the Developer for the Development and Development Rights on the Project Land including marketable title of the Project Land, GPA, SPA and other documents/deeds referred herein.
- 5.5 The Owner shall not create any Encumbrances on the Project Land remains without prior written consent of the Developer.
- 5.6 All expenses, costs, taxes and outgoings with respect to the Project Land up to the Effective Date shall be solely paid and borne by the Owner.

ARTICLE 6
CONSIDERATION AND JOINT ACCOUNT

- 6.1 In consideration of the representations, declarations, covenants and assurances of the Owner absolutely granting, assigning, selling and transferring the Development Rights of the Project on the Project Land, free from all Encumbrances, in favour of the Developer, the Developer shall pay to the Owner an amount of Rs. 18,77,00,000/- (Rupees Eighteen Crores Seventy Seven Lacs only) (the "Sale Consideration") within 72 months from execution hereof through the Joint Account.

In the event the collections from the customers of the Project are suspended due to any court/tribunal orders or order of any Government Authority, the due dates for payment of the Sale Consideration shall be extended for corresponding period.

The Parties hereto agree that time is the essence of this Agreement.


- 6.2 The Developer shall open a joint account ("Joint Account") with a bank ("Said Bank") mutually acceptable to Owner and the Developer. The Developer hereby undertakes that the Gross Revenue of the Project shall be deposited directly in the Joint Account without

For Euphoria Sports City Pvt. Ltd.

Owner

Authorized Signatory

For RISE PROJECTS PVT. LTD.


Authorized Signatory

any delay and/ or default. The Owner and the Developer shall be the joint signatories to the Said Bank.

6.3 The amounts credited in the Joint Account with respect to the Gross Revenue shall be distributed by the Said Bank in the following manner:

- (i) 90% (ninety percent) of the amounts credited in the Joint Account, shall be transferred to a designated bank account of the Developer on a daily basis;
- (ii) the balance 10% (ten percent) of the amounts credited in the Joint Account, shall be first utilized and paid by the Developer directly to GNIDA from the Joint Account, on behalf of the Owner, towards payment of any amounts due to GNIDA, and the remaining amounts, thereafter, shall be transferred to a designated bank account of the Owner;

The amounts transferred to the bank account of the Owner from the Joint Account as above shall be adjusted against the amount of the Sale Consideration payable as above. The said distribution shall be effective till payment of the entire Sale Consideration and after that any and all amounts shall belong to the Developer only without any claim or rights of the Owner.


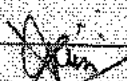
ARTICLE 7 RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

7.1 The Owner hereby agrees, acknowledges and confirms that with effect from the Effective Date:

- (i) The Developer shall have the sole and exclusive right to market, book, allot, transfer, let, lease, license and/or assign the entire or any part of the areas/units/spaces in the Project to the prospective buyers/ transferees, at the price and as per the payment schedule as may be decided solely by the Developer; and also to place its Hoarding/Sign Board at site, as per prevalent policy; and
- (ii) The Developer shall be solely and exclusively entitled to carry out advance bookings, issue receipts and to enter into agreements for sale, lease, etc. with any prospective buyers/ transferees of the areas/units/spaces in the Project on the Project Land and shall receive any and/or all sale proceeds from the sale/lease of the Project in the Joint Account; and
- (iii) The Owner shall provide full co-operation and assistance to the Developer in this regard and undertakes not to cause any interruption in the same.

7.2 The Owner shall authorize the Developer to sign/execute and register the tripartite/other agreements/deeds on behalf of the Owner. The Owner shall ensure that appropriate GPA is executed and registered by the Owner in favour of the Developer and its Representative providing such authorization in respect hereof.

7.3 The Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) in the Project Land, the common areas, facilities and amenities therein as per the provisions of Applicable Laws and all the occupants thereof shall be bound to observe the rules and regulations framed/ adopted by the Developer and/or of

For Euphoria Sports City Pvt. Ltd.  Authorized Signatory	For RISE PROJECTS PVT. LTD.  Authorized Signatory
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any agency nominated by the Developer. All decisions of the Developer with regards to the maintenance shall be final and binding on all the occupants of the Project.

ARTICLE 8 SALES AND MARKETING

- 8.1 The Parties hereby agree that only the Developer shall have the sole rights and authority to do the entire marketing and sale of the Project. The name and branding of the Development on the Project Land shall be solely done and decided by the Developer.
- 8.2 It is hereby agreed that any intellectual property rights developed, whether registered or not, in respect of the Project pursuant to this Agreement shall be owned, used and possessed by the Developer only. The Developer shall have all the rights, titles and interest in such intellectual properties and the sole and exclusive right to use such intellectual property rights and the Owner shall not have any right/ title/ interest in respect thereto in any manner whatsoever.
- 8.3 The Developer shall have the exclusive rights to formulate marketing strategies and carry out marketing of the Project, including appointment of brokers, releasing of advertisements and hoardings, participation in exhibitions and preparation of brochures, etc. without any interference or obstructions by the Owner.
- 8.4 The Developer shall have the sole discretion to decide the time and manner of sale and marketing of the Project.
- 8.5 The Developer shall be solely entitled to market the Project and negotiate the sale price thereof and Owner shall not in any manner prevent or disrupt the same.
- 8.6 The Parties hereby agree that sale/ transfer of the units/areas/spaces in full or part shall be made through execution of a tripartite agreement/deed with the prospective buyer/ transferee where under Owner shall sign as landowner though the Developer as GPA holder and the Developer as developer, without charging any cost. Notwithstanding the above, the Developer shall have the absolute right to sell/transfer the units/areas/spaces with proportionate land underneath on the basis of GPA and/or other authorizations granted by the Owner.
- 8.7 The Owner shall further, as and when considered expedient by the Developer, sign and execute all documents/ deeds/ instruments etc. without charging any cost for transfer/ conveyance of titles and interest in the spaces/ areas in the Project including all developments on the Project Land in favour of the prospective buyers.
- 8.8 The Owner shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales programme or strategy of the Developer.


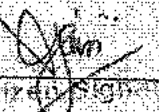
For Euphoria Sports City Pvt. Ltd. **ARTICLE 9
FUNDING**

 Authorized Signatory	For RISE PROJECTS PVT. LTD. Developer 
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- 9.1 The Developer shall be entitled to raise loan/finance for funding the Development of the Project by way of creation of appropriate security/ mortgage of the Project Land and the construction thereon and/or creation of charge over receivables from and/or on the Development Rights hereby granted with any third party i.e. bank and/or financial institution, NBFCs and SEBI/RBI approved PE/VC funds/fund houses/FII/FPI at the sole discretion of the Developer. The Owner hereby agrees to creation of such mortgage or other Encumbrance over the Project Land/Project/receivables and hereby waive any objection it has or may have in respect thereto. The Owner shall provide all assistance including executing of such documents/deeds, issuance of NOC and any other agreement as may be required by the Developer for mortgaging the Project/ Project Land. However, the arrangement of agreed payments to Owner from the Joint Account with respect to the Gross Revenue shall not be changed. The Owner shall provide the original lease deed(s) for deposit to be made to the lender for raising such finance/funding, however the Developer shall be entitled to create charge/mortgage/lien only on the Project Land.
- 9.2 The cost of funding/ loan shall be borne and paid by the Developer alone and repayment of such loan along with all charges, interest shall be the sole responsibility and liability of the Developer. The money raised from such mortgage shall be used by the Developer for construction and development of the Project Land.
- 9.3 On the Effective Date, the Owner shall hand over the Lease Deed, along with other title deeds in relation to the Project Land, to the Developer.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Owner hereby represents and warrants to the Developer as follows:
- (i) The Owner has not executed any other agreement/understanding/arrangement with any entity with respect to the Project Land. The Allotment Letter issued by GNIDA is valid and subsisting.
 - (ii) The Lease Deed executed by GNIDA in favour of the Owner is valid and subsisting and that there has been no default under the provisions of the Lease Deed.
 - (iii) Except for the rights of the GNIDA under the Lease Deed, the Project and the Project Land are free from any lien, Encumbrance, charge, interest or third party right.
 - (iv) As of the Effective Date, there is no receiver, trustee or manager appointed over the whole or any part of the Project Land and the Owner shall not have committed any act of bankruptcy under the laws of India or any other applicable jurisdiction.
 - (v) The Owner is legally entitled to grant the Development Rights to the Developer without requiring any permission from any person or court or authority for executing or delivering the Agreement.
 - (vi) The Project Land and/or the Development Rights is neither encumbered nor the whole or any part thereof is subject matter of any third party occupation allowed

For Euphoria Sports City Pvt. Ltd. Owner  Authorised Signatory	For RISE PROJECTS PVT. LTD Developer  Authorised Signatory
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nor suffer from any disability that could disentitle its use for the purposes contemplated in the Agreement.

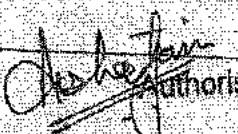
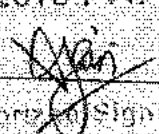
- (vii) The Development Rights granted to the Developer under this Agreement are irrevocable and that the same cannot be expressly or impliedly revoked, cancelled, curtailed or suspended at any time for any reason whatsoever in law or contract at the instance of the Owner and/or any other person claiming under the Owner.
- (viii) The Owner affirms that rights and interest allotted to the Owner as per the Allotment Letter are valid, subsisting and not been cancelled as of the Effective Date and the Owner has not assigned and transferred such rights and interests, as allotted to it pursuant to the Allotment Letter, to any third person.
- (ix) The Owner affirms that, with effect from the Effective Date, the Development Rights shall belong absolutely to the Developer without any charge or lien or encumbrance, and the maintenance and upkeep of the constructed Project may be performed by Developer at its own expense or against payment of fee or charges collected by Developer from the purchasers/user of the Development/Project at the rates to be decided by Developer.
- (x) The representations provided hereunder are true and accurate as on the Effective Date in all respects and do not contain any untrue statement of any material fact or omit to state any material fact necessary to make the statement not misleading and will continue to be true and accurate save and except any change(s) in the factual position warranted, occurring or arising as a direct consequence of performance by the concerned Party (ies) of any obligations assumed under this Agreement.
- (xi) The Owner represents that the representations provided by it in respect of the Project Land as of the Effective Date, shall continue to be true, accurate and valid and shall subsist and be adhered to for the period beyond the Effective Date.
- (xii) The Owner assures, accepts and acknowledges that in the event any of the above representations and warranties is not found to be true and/or if it is ever proved otherwise, the Owner shall be in material breach of its obligations under this Agreement.

10.2 The Developer hereby represents and warrants to Owner as follows:

- (i) The Developer shall arrange the requisite resources to plan, design, construct, develop and market the Project as per the terms and conditions agreed in this Agreement and Approvals.
- (ii) The Developer shall plan, design, construct, develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement, Approvals and applicable laws.

10.3 Each of the Parties hereby represent and warrant to the other Parties that:

- (i) Each Party has full power, authority, legal right and capacity to enter into, deliver and perform this Agreement, its respective obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly

For Euphoria Sports City Pvt. Ltd.  Authorised Signatory	For RISE PROJECTS PVT. LTD.  Authorised Signatory
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executed and delivered by each Party and constitutes their legal, valid and binding obligation enforceable against it, in accordance with its respective terms.

- (ii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Party or any of their respective agents, Representatives, officers, employees or advisers.
- (iii) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its/his properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (v) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.


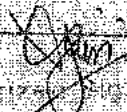
ARTICLE II INDEMNIFICATION

11.1 Each Party ("Defaulting Party") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates ("Non-Defaulting Party") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement, and
- (ii) any willful act of omission or commission, material breach, misrepresentation or misconduct by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

11.2 The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies as the Developer or the Owner may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

For RIJE PROJECTS PVT. LTD.

For Euphoria Sports City Pvt. Ltd.  Authorised Signatory	Developer  Authorised Signatory
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ARTICLE 12
DISPUTE RESOLUTION AND APPLICABLE LAW

Amicable Settlement

- 12.1 Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall first be resolved by the Representatives of the Parties amicably.

Arbitration

- 12.2 In the event the Parties fail to resolve any dispute amicably within thirty (30) days after one Party has served a written notice on the other Party requesting the commencement of discussions, then such dispute shall be referred to arbitration of three arbitrators, whereby one arbitrator shall be appointed by the Developer, the other arbitrator shall be appointed by Owner and the third/ presiding arbitrator shall be appointed by the two arbitrators so appointed. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof.
- 12.3 All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Delhi. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.

Governing Law and Jurisdiction

- 12.4 This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to dispute resolution mechanism mentioned, the Courts of New Delhi alone shall have exclusive jurisdiction in respect of all matters arising in respect of this Agreement.

ARTICLE 13
MISCELLANEOUS PROVISIONS

- 13.1 **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 13.2 **Amendment:** This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- 13.3 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

<p>For Euphoria Sports City Pvt. Ltd.</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Authorised Signatory</p>	<p style="text-align: center;">Developer</p> <p style="text-align: center;">For RISE PROJECTS PVT. LTD.</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Authorised Signatory</p>
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13.4 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

13.5 **Stamp Duty, Registration and applicable indirect taxes:** The Parties shall get this Agreement duly registered. The cost of registration and stamp duty payable shall be borne and paid by the Owner.

Any applicable indirect taxes, including the Goods and Services Tax under the Goods and Services Tax Act, 2017, payable on the Gross Revenue and on taxes payable on grant of Development Rights in favour of the Developer, shall be paid and borne by the Owner.

13.6 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.

13.7 **Notice:** Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by hand, speed post, registered mail, letter, email or courier. However to be effective, the Parties hereby agree that any communication or notice to be sent hereunder shall compulsorily be sent by at-least Speed Post and simultaneously by an email.

The communication notice shall be sent at the addresses mentioned in the title clause of this Agreement or any other address as may be intimated by other Party in advance. For the purpose of this Clause the email address of each of the Party is given below:

Euphoria Sports City Private Limited
Email: euphoriasportcity@gmail.com

Rise Projects Private Limited
Email: vaibhav@riseprojects.in

13.8 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

For Euphoria Sports City Pvt. Ltd.

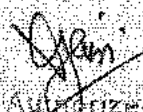
Owner

Authorized Signatory

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Developer

For RISE PROJECTS PVT. LTD.


Authorized Signatory

13.9 **Assignment:** Subject to the provisions of this Agreement, the Developer shall be entitled to transfer and/or assign any of its rights, including but not limited to the Development Rights to any other party without any consent of Owner.

13.10 **Time:** Any date or period as set out in any Article/Clause of this Agreement may be extended with the written mutual consent of the Parties, failing which time shall be of the essence of this Agreement.

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

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

13.13 **Language:** If this Agreement is translated into any language other than English, the English language text shall always prevail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by within named
Owner

Euphoria Sports City Private Limited

For Euphoria Sports City Pvt. Ltd.

Through Mr. Ashish Jain
Authorized Signatory

Signed and delivered by within named
Developer

Rise Projects Private Limited

For Euphoria Sports City Pvt. Ltd. For RISE PROJECTS PVT. LTD.

Through Mr. Vaibhav Jain
Authorized Signatory



Witness: Manoj Kumar S/O Ved Prakash
R/O H.No.-C-3/66 Sangam Vihar
Pushpa Bhawan South Delhi
A.No.-2498 66761667

Owner For Euphoria Sports City Pvt. Ltd.	Developer For RISE PROJECTS PVT. LTD.
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Authorized Signatory

2 Nitin Kumar Babal
S/o Sh Mahipal Singh Khastp
R/o D-473 Amar Colony
East Gokulpur
Dayalpur Delhi
A NO. 5731 19775843



For Euphoria Sports City Pvt. Ltd.

Owner	Developer
 Authorized Signatory	 For RISE PROJECTS PVT. LTD.

Schedule I
DETAILS OF THE TOTAL LAND

Plot number SC-01 admeasuring 3.52,936 Sq. Meter situated at Sports City, Adjoining Tech Zone-IV of Greater Noida, Greater Noida, Uttar Pradesh.

For Euphoria Sports City Pvt. Ltd.

 Owner Authorised Signatory	 Developer For RISE PROJECTS PVT. LTD.
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SCHEDULE II
DETAILS OF THE PROJECT LAND

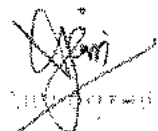
Land having FAR below and as highlighted in the attached map and forming part of the
Total Land

User	FAR (in Lacs Sq. Ft.)
Street Shop (Commercial No 1, 2 & 3)	0.27
Pro Shop (No 1,2,3, 4, 5, 6,7, 8, 9 and 10)	0.80

[Map attached]

For Euphoria Sports City-Pvt. Ltd.

 Owner Authorised Signatory	Developer For RISE PROJECTS PVT. LTD.
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Authorised Signatory

[Signature]
Authorised

... Euphoria Sports City Pvt. Ltd.

INDEX	DESCRIPTION	LAND AREA (IN SQ.M.)
	STREET SHOP (COMMERCIAL NO-1,2 & 3)	9884
	PROSHOP NO-1,2,3,4,5,6,7,8,9 & 10	29724
	TOTAL	39606

~~SECRET~~

1970-1971

SCHEDULE III
Format of GPA

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE, Euphoria Sports City Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 212, Wadhwa Complex, D-288/10, Laxmi Nagar, New Delhi - 110092, acting through its Authorized Signatory (hereinafter referred to as the "**EXECUTANT**", which expression shall mean and include its administrators, successors and permitted assigns).

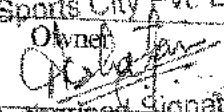
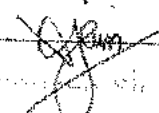
Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the General Agreement dated March _____, 2019 executed by and between the EXECUTANT and Rise Projects Private Limited.

WHEREAS:

- A. The EXECUTANT is the lawful owner of leasehold rights and seized and possessed of Plot of land bearing No. SC-01 and admeasuring 3,52,036 Sq. Meters, situated in Sports City, Adjoining Tech Zone-IV of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "**Total Land**").
- B. The EXECUTANT and Rise Projects Private Limited have executed a General Agreement dated _____ ("**General Agreement**"), whereby the EXECUTANT has transferred the Development Rights (as defined therein), of a part of the Total Land the details whereof is set forth in Schedule I hereof (the "**Project Land**"). to Rise Projects Private Limited for development of the Project; and
- C. Under the General Agreement, the EXECUTANT has, inter-alia, agreed to execute an irrevocable general power of attorney, in favour of Rise Projects Private Limited and/or its nominee authorizing it to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or expedient for the construction, development, marketing, sale and maintenance of the Project on the Project Land, in the manner hereinafter appearing.

NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANTS do hereby nominate, constitute and appoint **RISE PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Lower Ground Floor, 195, Ram Vihar, Delhi - 110092, and/or its nominees (hereinafter referred to as the "**ATTORNEY**", which expression shall, wherever the context permits, mean and include its successors and permitted assigns) as our true and lawful general power of attorney holder to do the following acts, deeds and things in our name and on our behalf in respect of the Project, for development and sale of the Project in pursuance of the General Agreement:

1. To enter upon the Project Land, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project.
2. To undertake construction and development of the Project either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.

<div style="display: flex; justify-content: space-between;"><div>For Euphoria Sports City Pvt. Ltd.</div><div>Owner</div></div> <div style="text-align: center; margin-top: 10px;"></div> <div style="text-align: center; margin-top: 5px;">Authorized Signatory</div>	<div style="display: flex; justify-content: space-between;"><div>For RISE PROJECTS PVT. LTD.</div><div>Developer</div></div> <div style="text-align: center; margin-top: 10px;"></div>
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3. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities including State Pollution Control Board and State Level Environmental Impact Assessment Authority, UP in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under applicable laws, rules, regulations, orders, notifications, for and in respect of the development of the Project and in particular the following, viz.:
 - (i) to apply for, submit and follow up application for obtaining Approvals in pursuance thereof for development of the Project on the Project Land;
 - (ii) to submit and resubmit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the ATTORNEY may desire;
 - (iii) to apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any like certificates or permissions that may be required by the applicable law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);
 - (iv) to appear and represent the EXECUTANT before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project;
 - (v) generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project on the Project Land; and
 - (vi) to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the EXECUTANT, as required from time to time in connection therewith.
4. To deal with GNIDA with respect to the Project Land and the amounts payable with respect to the same and to get the amount payable rescheduled at its discretion.
5. To deal with RERA Authority, including execution and filing of necessary documents, undertakings, applications, affidavits with RERA Authority and to deposit the said documents with RERA Authority and dealing with the RERA Authority in relation to the registration of Project under RERA, or otherwise, and get the Project registered with RERA Authority under RERA.
6. To sign and execute necessary documents, applications, affidavits and undertakings etc. with respect to the rescheduling of amounts due to GNIDA with respect to the Project Land.
7. To do all such acts, deeds and things as may be required for making the Project Land fit and proper for the purposes of the development and construction of the Project thereupon.
8. To carry out the Development (as defined in the General Agreement) and to construct, reconstruct, demolish, repair, amend, improve upon or otherwise develop the Project or

<p style="text-align: center;">Owner For Euphoria Sports City Pvt. Ltd.</p>	<p style="text-align: center;">Developer For RISE PROJECTS PVT. LTD.</p>
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21

Authorised Signatory

Authorised Signatory


any part or portion thereof subject to the provisions of the General Agreement and in accordance with the building plans and specifications, commencement certificate and other requirements of the concerned authorities and for that purpose to employ/ engage the services of contractors, architects, engineers, surveyors and other professionals as may be required in that behalf.

9. To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at the ATTORNEY's costs, construction work of the Project and every part thereof in accordance with the building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient to ensure compliance with all rules and regulations applicable thereto.
10. To prepare and/or get prepared and to submit and file with all concerned authorities, government or otherwise applications for grant and/or issue of permits, quotas, licenses and authorizations for allotment of cement, steel and other controlled building material that may from time to time be required for the purpose of construction and erection of building(s) on the Project Land and for that purpose to appear before any authority or officers to make any statement and give any particulars as from time to time be necessary and/or required to be obtained and take delivery of such building materials to which said licenses, permits, quotas or authorizations may relate and to utilize the same for the purpose of development of the Project.
11. To sign all applications, forms, papers, undertakings, indemnities, authorities, terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the EXECUTANT before any such authorities or persons whomsoever, as may be required by the authorities concerned from time to time.
12. To appoint architects, surveyors and appoint all other consultants from time to time, as may be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them and/or delegating to them authority to obtain all necessary sanctions, approvals, no-objections and permissions for the construction and development of the Project.
13. To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officers for obtaining connections for electricity and water supply for the Project and to obtain necessary orders in pursuance thereof and to do or caused to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the Project and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.
14. To attend to, to manage, look after, watch, examine and take care of the Project Land/ Project or any part or portion thereof regularly at all reasonable time and to prevent any encroachments, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions are already existing and/or being made hereafter and/or erected or constructed by any person or persons or body on the Project Land or any part or portion

<p>For Euphoria Sports City Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>	<p>Developer</p> <p>For RISE PROJECTS PVT. LTD.</p> <p><i>[Signature]</i></p>
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thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.

15. To procure/ obtain such financial assistance from any financial institution/ banks / any person by creating a charge on the Project Land, the Project and/or its receivables as security for its debt/ repayment obligations and for development of the Project, subject to the terms and conditions stipulated in the General Agreement and to execute necessary documents in this regard and to handover title deeds of the Total Land to such lender.
16. To apply for and obtain and receive refund of moneys paid and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.
17. To do all marketing, publicity and advertising activities and make advance bookings and to allot, lease, sub-lease, license, sub-license, sell, transfer and dispose off the areas/units/spaces in the Project (as defined in the General Agreement) of the Project Land as it may deem fit and proper.
18. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the areas/units/spaces in the Project, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect or demand the rent/ license fee, in case of lease/ license, and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts.
19. To sell, transfer, assign or part off with the Project Land or part thereof in terms of the General Agreement and to receive consideration thereof and to execute necessary documents in this regard and to register the same.
20. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the areas/units/spaces in the Project and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, allotment, lease, sub-lease, license, sub-license, sale, conveyance and/or transfer of the areas/units/spaces in the Project in favour of prospective allottee(s)/ transferees, as the ATTORNEY may deem fit.
21. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/ deeds/documents for registration of sale/ lease/ transfer, as the case may be, of the areas/units/spaces in the Project alongwith proportionate rights in the land underneath in the Project Land in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove.
22. To give formal/physical possession of the areas/units/spaces in the Project or any part thereof to the prospective allottee(s)/ transferee(s).
23. To manage and maintain the Project either on its own or through any maintenance agency appointed in accordance with the General Agreement and to fix such maintenance charges as may be deemed expedient by the ATTORNEY or the maintenance agency.

For Euphoria Sports City Pvt. Ltd.	Developer
 Authorised Signatory	For RISE PROJECTS PVT. LTD.

24. If required, to take all necessary steps for the registration of a company, society, association, etc. of the owners and other occupants of the Project, registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company/ society/ association and to obtain registration certificate.
25. To bear and pay all taxes, cess, charges, levies and any other outgoings payable in respect of the Project upon receipt of possession of the Project Land and to further bear and pay all taxes, cess, charges, levies and any other outgoings, including but not limited to, income tax, sales tax, service tax and value added tax, upon construction and Development of the Project Land in pursuance of the General Agreement.
26. To make payments of any fees/charges on behalf of the Owner of the Project Land for obtaining any Approval including any extension of the license.
27. To evict the tenant/ unauthorized occupant/ trespasser on the Project Land, to initiate and file suits or any legal proceedings in court/ tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto.
28. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Land and/or the Project in all the courts, civil, revenue or criminal, and before any and all authorities, tribunals including arbitral tribunal, government offices/ departments including tax authorities, statutory authorities/ corporations and all other bodies/ authorities.
29. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the government/ semi government/ local bodies and/or any other statutory bodies for and in connection with the above purposes.
30. To sign, verify and execute plaints, written statements, counter-claims, appeals, reviews, applications, affidavits, authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any court of law or equity whether of original, appellate, testamentary or revisional jurisdiction or judicial authority established by lawful authority and to do all acts and appearances and applications in any such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the ATTORNEY shall be advised or thinks proper.
31. To take such steps, at the cost of the EXECUTANT, as to ensure that the representations and warranties offered by the EXECUTANT are true, complete and accurate.
32. To mortgage the Project Land for obtaining finance facilities from any person/banks / Financial Institutions / FII and any RBI / SEBI Approved PE / VC Fund/Fund houses/FII/FPI including execution of necessary documents, undertakings, applications, affidavits and to deposit the original title deeds of the Project Land/Total Land in this regard as security though the lien shall be on packages released till such date.

For Euphonia Regis City Pvt. Ltd.	Developer For RISE PROJECTS PVT. LTD.
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33. To appoint any other general/ special power of attorney and delegate all or any of the powers given under this Power of Attorney.

And, generally to do any and/or all such other acts, deeds, matters and things which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect of the Project and other facilities to be developed on the Project Land even if they are not covered by the aforesaid acts.

And, the EXECUTANT do hereby agree to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed matters and things done by the EXECUTANT personally as if present and shall be binding on the EXECUTANT.

And, the EXECUTANT and the ATTORNEY hereby agree that this Power of Attorney is irrevocable being coupled with Interest as it has been granted to the ATTORNEY for a valuable consideration received under the General Agreement.

IN WITNESS WHEREOF, the EXECUTANT through its duly authorised representative has set forth its hands to this writing on this _____ day of _____, 2019.

Signed, Sealed and Delivered
For and on behalf of the EXECUTANT

EUPHORIA SPORTS CITY PRIVATE LIMITED

For Euphoria Sports City Pvt. Ltd.
Through Mr. _____
Authorized Signatory _____
Authorized Signatory

Accepted by the ATTORNEY
RISE PROJECTS PRIVATE LIMITED

For RISE PROJECTS PVT. LTD.

Through Mr. Vaibhav Jain
Authorized Signatory _____

WITNESSES:

1.

2.

For Euphoria Sports City Pvt. Ltd. Owner Authorized Signatory _____	For RISE PROJECTS PVT. LTD. Developer Authorized Signatory _____
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Schedule I
Details of the Project Land

Land having FAR below as highlighted in the attached map and forming part of the Total Land

User	FAR (in Lacs Sq. Ft.)
Street Shop (Commercial No 1, 2 & 3)	0.27
Pro Shop (No 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10)	0.80

[Map attached]

For Euphoria Sports City Pvt. Ltd.

 Owner Authorized Signatory	Developer
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Authorized Signatory

SCHEDULE IV
Format of SPA

SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL MEN whom it may concern that we,

Euphoria Sports City Private Limited, a company duly incorporated and existing under the provisions of the Companies Act, 1956 of India, having its registered office at 212, Wadhwa Complex, D-28&10, Laxmi Nagar, New Delhi - 110092 do hereby nominate, constitute, appoint, empower and authorize **RISE PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 bearing CIN U70102DL2013PTC247954 and having its registered office at Lower Ground Floor, 195, Ram Vihar, Delhi - 110092 (hereinafter referred to as the "**ATTORNEY**", which expression shall, wherever the context permits, mean and include its successors and permitted assigns) hereinafter called as Attorney to do the following:

IN RESPECT OF:

WHEREAS the Executant is the sole lawful owner in possession of land forming part of SC-01, Sports City, Adjoining Tech Zone-IV of Greater Noida, Greater Noida.

Our said Attorney shall be entitled to do all act(s), deed(s) and things which are necessary for the execution the loan documents involving perspective buyers with various banks.

All act(s) lawfully done by the said attorney by virtue of these presents shall be deemed to have been ratified by us.

IN WITNESS WHEREOF, the EXECUTANT through its duly authorised representative has set forth its hands to this writing on this ____ day of March, 2019.



Place: New Delhi

WITNESSES:

EXECUTANT

1. _____

2. _____

<p>For Euphoria Sports City Pvt. Ltd.</p> <p style="text-align: center;"></p> <p style="text-align: center;">Authorized Signatory</p>	<p style="text-align: center;">Developer</p> <p style="text-align: center;">For RISE PROJECTS PVT. LTD.</p> <p style="text-align: center;"></p> <p style="text-align: center;">Authorized Signatory</p>
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