

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 11/01/2025

Certificate No. G0K2025A96



GRN No. 126448822



Stamp Duty Paid : ₹ 9504500
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sun International Limited

H.No/Floor : 75c

Sector/Ward : Na

LandMark : Park street

City/Village : Kolkatta

District : Kolkatta

State : West bengal

Phone: 96*****61



Buyer / Second Party Detail

Name : Floralessence Projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Golf course extension road

City/Village: Gurugram

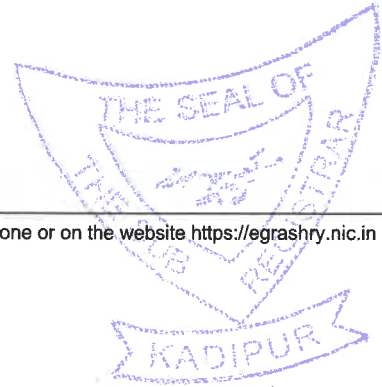
District : Gurugram

State : Haryana

Phone : 90*****96

Others : Advance india projects limited

Purpose : Collaboration Agreement



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

*This stamp paper forms Integrated
Part of Collaboration Agreement.*

For SUN INTERNATIONAL LIMITED

[Signature]
Authorised Signatory

For FLORALESSENCE PROJECTS PRIVATE LIMITED

[Signature]
Authorised Signatory

For Advance India Projects Limited

[Signature]
Authorised Signatory

प्रलेख नं:14554

दिनांक:17-01-2025

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर दौलताबाद

धन संबंधी विवरण

राशि 475200000 रुपये

स्टाम्प ड्यूटी की राशि 9504000 रुपये

स्टाम्प नं : G0K2025A96

स्टाम्प की राशि 9504500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:126450021

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प:
G0P2025A5593

डेफिशियेंसी Grnno: 126794666

डेफिशियेंसी शुल्क: 3896500

Drafted By: JP SHARMA ADV

Service Charge:0

यह प्रलेख आज दिनांक 17-01-2025 दिन शुक्रवार समय 1:53:00 PM बजे श्री/श्रीमती /कुमारी

SUN INTERNATIONAL LIMITED thru SHAILENDRA CHAUHAN OTHER निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

For SUN INTERNATIONAL LIMITED


Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

SUN INTERNATIONAL LIMITED

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी FLORALESSANCE PROJECTS PVT LTD thru NASEEM AHMAD OTHER हाजिर

हैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी BALA KRISHNA PANDEY पिता .

निवासी GGM व श्री/श्रीमती /कुमारी SOHAN SINGH पिता .

निवासी GGM ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/01/2025

Certificate No. G0P2025A5593



Stamp Duty Paid : ₹ 3896500
(Rs. Only)

GRN No. 126794666



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sun International Limited

H.No/Floor : 75c

Sector/Ward : Na

LandMark : Park street

City/Village : Kolkatta

District : Kolkatta

State : West bengal

Phone: 85*****46



Buyer / Second Party Detail

Name : Floralessence Projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Golf course extension road

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 85*****46

Others : Advance projects private limited

Purpose : COLLABORATION AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

*This stamp paper forms
Integral Part of Collaboration
Agreement*

For SUN INTERNATIONAL LIMITED

[Signature]
Authorised Signatory

For FLORALESSENCE PROJECTS PRIVATE LIMITED

[Signature]
Authorised Signatory

For Advance India Projects Limited

[Signature]
Authorised Signatory

Reg. No.

Reg. Year

Book No.

14554

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru SHAILENDRA CHAUHAN OTHER SUN INTERNATIONAL LIMITED Shale

दावेदार :- thru NASEEM AHMAD OTHER FLORALESSANCE PROJECTS PVT LTD Naseem

गवाह 1 :- BALA KRISHNA PANDEY Bala

गवाह 2 :- SOHAN SINGH Sohan

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14554 आज दिनांक 17-01-2025 को बही नं 1 जिल्द नं 303 के पृष्ठ नं 59.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2665 के पृष्ठ संख्या 1 से 4 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-01-2025

उप/संयुक्त पंजीयन अधिकारी कादीपुर



COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as the “Agreement”) is executed at Gurugram, Haryana on this 30th day of December 2024 (“Effective Date”):

BY AND BETWEEN

SUN INTERNATIONAL LIMITED (CIN: U51420WB1977PTC031053), company incorporated under the provisions of the Companies Act, 1956, having its registered office at 75C, Park Street, 3rd Floor, Kolkatta-700016, West Bengal, acting through its Authorized Signatory Mr. Shailendra Chauhan (Aadhar No.2086 8896 9667) son of Dr. R. P. Singh resident of EA-77, Inderpuri, I.A.R.I, Central Delhi, Delhi-110012, duly authorized vide Board Resolution dated 26th December 2024, (hereinafter referred to as the “**Owner/First Party**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **First Part**;

AND

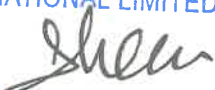
FLORALESSENCE PROJECTS PRIVATE LIMITED (CIN: U68100HR2024PTC124290), company incorporated under the provisions of the Companies Act, 1956, having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram, Haryana, India, 122101, acting through its Authorized Signatory Mr. Naseem Ahmad (Aadhar No.2280 4076 1641) son of Late Shri Bundu Ali resident of H-16/73, Third Floor, Gali No.16, Sangam Vihar, New Delhi-110080, duly authorized vide Board Resolution dated 16th December 2024 (hereinafter referred to as the “**Second Party/Developer**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **Second Part**;

AND

ADVANCE INDIA PROJECTS LIMITED (CIN: U45209HR1997PLC080240), company incorporated under the provisions of the Companies Act, 1956, having its registered office at AIPL Business Club, 5th Floor, Sector-62, Golf Course Ext. Road, Gurugram-122101, Haryana, acting through its Authorized Signatory Mr. Naseem Ahmad (Aadhar No.2280 4076 1641) son of Late Shri Bundu Ali resident of H-16/73, Third Floor, Gali No.16, Sangam Vihar, New Delhi-110080, duly authorized vide Board Resolution dated 20th December 2024 (hereinafter referred to as the “**Confirming Party/Third Party**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **Third Part**;

The Owner/First Party, Second Party/Developer and the Confirming Party/Third Party may hereinafter collectively be referred to as the “**Parties**” and individually be referred to as the “**Party**”.

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WHEREAS:

- A. The Owner has represented that it is the absolute and lawful owner and is in vacant physical possession of land admeasuring 4 (Four) Acres as mentioned in **Schedule I** hereto and situated in the revenue estate/villages Daulatabad, Tehsil Kadipur, Sector 103, Gurugram, Haryana ("**Said Land**").
- B. That the Third Party has represented that it is a well-established real estate developer engaged in development of various projects in NCR and North India and confirms that the Second Party is its associate company which, along with AIPL Associate Companies, will be undertaking the construction and development of the Larger Project (as defined hereinunder) on the Larger Land (as defined hereinunder) in line with the terms and conditions detailed herein under this Agreement.
- C. The Developer together with AIPL Associate Companies are in the process of acquiring development rights on land parcels and undertaking the development of a group housing colony (including commercial component) on the land parcels admeasuring approximately 51 (Fifty-One) acres, situated in village Daultabad, Mohd. Heri & Dhanwapur, Tehsil and District Gurugram, Haryana (hereinafter referred to as "**Developer's Land**") which is adjoining to the Said Land.
- The Developer's Land and Said Land shall hereinafter collectively refer to as "**Larger Land**", which shall be used by Developer for conceptualization, promotion, construction and development of larger group housing colony (including commercial component) including the conceptualization, promotion, construction and development of the Project (as defined hereinafter) (hereinafter referred to as "**Larger Project**").*
- D. That the Developer has carried out due diligence of the Said Land and has satisfied itself regarding the title, conversion, vacant possession and any/or all matter relating to the Said Land and its use for the proposed group housing project including the commercial component. In case of any deficiency in the title or use of the Said Land, the Developer shall get the same rectified at its own cost and expenses. Pursuant to mutual understanding between the Parties herein the Developer has agreed, and the Third Party has undertaken and confirmed, to include the Said Land in the Larger Land to undertake the construction and development of the Larger Project on the Larger Land. That, the Developer and the Third Party confirm and undertake that they shall ensure that Said Land at all times forms a part of the Larger Land and **AIPL Associate Companies** joining as co-developers in the Larger Project, abide by the terms, conditions and understanding agreed herein in this Agreement. It is specifically stated herein that the Larger Project on the Larger Land includes the group housing project (including commercial component) on the Said Land ("**Project**").
- E. That it is specifically agreed herein that the responsibility to get all and any approval for the proposed development on the Larger Project in the manner and as per the timeline and phases detailed in this Agreement shall be that of the Developer (along with **AIPL**

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Associate Companies if any) and the Owner has no obligation towards the same including undertaking the construction and development.

- F. Pursuant to this Agreement, the Owner has agreed to grant to the Developer, the Development Rights and for the same, the Owner has handed over the vacant possession of the Said Land to the Developer simultaneous to the signing of this Agreement for the purpose of development of the Larger Project as per the terms of this Agreement. That, the Developer confirms that it has received the possession of the Said Land for the purposes of construction and development of the Larger Project on the Larger Land.
- G. Pursuant to discussions between the Parties, and in consideration of the Owner's Share, the Developer has agreed to undertake the construction, development, sales and marketing of the Larger Project which includes the Project on the Said Land.
- H. The Parties are now executing the present Agreement to record the detailed terms and conditions agreed between them for development of the Larger Project on the Larger Land, which includes the Project on the Said Land and their respective rights and obligations therein including the governance structure for decision-making, and payment of the Owner's Share.
- I. It is clarified herein that the Developer shall join hands with AIPL Associate Companies for the purposes of the construction and development of the Larger Project on the Larger Land which includes the Project on the Said Land. For the same, the Developer and the Third Party shall ensure that the terms and conditions of this Agreement are disclosed to the AIPL Associate Companies and they confirm and agree to adhere to the terms and conditions of this Agreement. The said confirmation and agreement of adherence shall be duly communicated to the Owner. Moreover, any non-compliance / non-abidance by AIPL Associate Companies and /or any direct or indirect loss caused as a result thereof shall be to the account of the Developer and the Third Party and the Developer and Third Party shall indemnify the Owner from the same in the manner as provided herein in this Agreement.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

1.1.1. "**Agreement**" means this Collaboration Agreement, Schedules and Annexures attached hereto and any amendments from time to time as may be mutually agreed by and between the Parties hereto in writing.

1.1.2. "**AIPL Associate Companies**" shall mean and include the associate companies

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of the Third Party who shall collaborate with the Second Party for construction and development of the Larger Project.

1.1.3. **“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 on the date of this Agreement or thereafter including but not limited to Real Estate Regulatory Authority.

1.1.4. **“Approvals”** means any permission, approval, sanction, clearance, no objection certificates, consent, 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 including but not limited to Director, Town and Country Planning, Haryana (DTCP), RERA etc. required under any statute or regulation for designing, planning, development, marketing and sale of the Saleable Area.

1.1.5. **“Common Areas and Facilities”** means and includes 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 falling within the Project as may be provided for common use.

1.1.6. **“Contractors”** shall mean the contractor, sub-contractors, suppliers and all other third party consultants / vendors including but not limited to the architect, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, environmental consultant (where necessary), ground investigation engineer, landscape architect, QS&QA Consultant, RCC consultants, soil survey experts, and all other consultants (where necessary) appointed by the Developer and /or AIPL Associate Companies, for the construction and development of the Project and shall include any replacement thereof;

1.1.7. **“Development Rights”** shall mean the rights transferred to the Developer and AIPL Associate Companies in terms of this Agreement to exclusively carry out development, construction, marketing and sale of all the units forming part of the Saleable Area, subject to terms and conditions of this Agreement.

The Development Rights shall include, subject to the terms of this Agreement the

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right to:

- (i) to be the sole developer of the Project with the right to take all decisions relating to development of the Project;
- (ii) enter upon and take sole physical possession of the Said Land and every part thereof for the purpose of developing the Project (during the subsistence of this Agreement until the Project is handed over for operation, management, administration and maintenance to the association of allottees formulated under the Haryana Apartment Ownership Act, 1983 or the maintenance agency of the Project, as the case may be, as per then existing Applicable Laws;
- (iii) to make applications to the concerned Governmental Authority in respect of and to carry out all the infrastructure and related work or constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other Common Areas and Facilities for the total Saleable Area to be constructed on the Said Land as may be required by any Approval(s), layout plan, or order of any Governmental Authority to be the sole and exclusive Developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development and landscaping of the Project;
- (iv) to deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, uninterrupted and exclusive construction of the Project.
- (v) to exercise full, uninterrupted, absolute and exclusive right to plan, implement, conceptualize, design, construct, develop, execute the Project as per the Developer's sole and absolute discretion and to carry out all other necessary and ancillary activities in relation thereto and shall have: (a) marketing rights in respect of the Project and (b) sell the Saleable area by way of sale and enter into agreements with such transferees, and to receive the full and complete proceeds and give receipts and hand over ownership, possession, occupation and proportionate car parking spaces to be developed in the Larger Project.
- (vi) to appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to the Applicable Laws.

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- (vii) to construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipment of suitable capacity.
- (viii) to permit loans to the prospective buyer(s) of Units comprised in the Said Land. However, for bulk buyers (i.e., a single buyer purchasing more than 25 units), prior consent of the Owner is required for home loans.
- (ix) rights to sell the Saleable Area, generate, receive, use and appropriate revenue generated therefrom and to make payment of due owners share, in accordance with the terms and conditions of this Agreement.
- (x) issue any press release or make any public statement or other communication about the Project and/ or the development;
- (xi) to undertake such other activities as may be required for the development of the Project.
- (xii) to appoint architects and structural engineers for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities including layout, aesthetics and landscaping in compliance with the Applicable Laws;
- (xiii) to manage, supervise and monitor the Project and to oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant;
- (xiv) exclusive rights to commence, carry out and complete the development and construction on the Said Land, through its agents, servants, subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unhindered access and possession to the Said Land including ingress and egress, and do all activities for construction and development thereupon;
- (xv) to apply for and obtain all requisite licenses, permissions, sanctions and approval for development, construction and completion of the Project including but not limited to RERA Registration, etc. for the Project.
- (xvi) keep all approvals and permissions including but not limited to license, building plans etc. alive and subsisting till completion certificate is obtained.
- (xvii) name the Project and modify the same at its sole discretion.

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(xviii) manage the Said Land and services and maintain all the buildings, plants, equipment and machinery, as well as other facilities constructed upon the Said Land.

(xix) Subject to terms of this Agreement, the exclusive right to book, allot, sell, transfer, convey, of the Saleable Area in the Project with proportionate and undivided rights in the Said Land, to receive booking amount, advances, sale proceeds, etc. in its own name, and to issue valid receipts for the amounts so received, and to execute, sign and/ or register agreements, deeds, etc. with the Government Authorities at Developer's sole responsibility;

(xx) the exclusive right to maintain the Project and pursuant thereto the right to enter into maintenance agreements with purchasers, occupiers and owners of the Units/Saleable Area in the Project and to receive all maintenance charges and costs from them;

(xxi) irrevocable and exclusive right to create charge on the saleable area of Developer's Share in the Project, to obtain funding and to create charge and such Encumbrances on the saleable area of Developer's Share in the Project for the purposes of obtaining financing from banks, financial institutions or any other third party, without creating any charge/lien/encumbrance over the Said Land and / or Owner's Share (*as defined hereinafter*). The Developer shall be solely liable for the repayment obligation of the loan amount including interest, penalty etc. (if any), without any cost and liability of the Owner in any manner whatsoever. Further the entire loan amount shall be used only for the development of the Project.

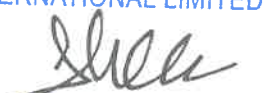
(xxii) to obtain registration of the Project under RERA;

(xxiii) the right to undertake or deal with the Project on terms and conditions set forth in this Agreement;

(xxiv) to generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development, construction and implementation of the Project and for compliance, with the terms of this Agreement.

1.1.8. "**Development Costs**" shall mean the entire cost incurred/ required to be incurred by the Developer for undertaking development, construction and transfer / sale of the Larger Project (which includes the Project) until the closure/completion of the Larger Project (which includes the Project), including but not limited to:

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- (a) construction cost including infrastructure cost, cost of labour and building material etc.;
- (b) Cost of Approvals, deposits and all other fees, premium and charges payable to any Governmental Authority for obtaining Approvals and on revision of plans; cost pertaining to any statutory development required by any Governmental Authority including but not limited to, development of schools, club house, other reservations etc.;
- (c) All costs in relation to Construction Finance (including payment of interest and repayment of principle) which the Developer may obtain or Shortfall Funding in terms hereof;
- (d) fine, damages, penalties, interest etc. payable to customers, contractors post commencement of work;
- (e) Development Manager Fees, if any, plus applicable indirect taxes;
- (f) Costs in relation to the maintenance and upkeep of the Larger Project until completion;
- (g) stamp duty and registration charges including but not limited to Purchaser Documentation, Construction Contracts, agreements with Suppliers, and any other agreements as may be required and all legal fees/ costs/ expenses associated therewith; and
- (h) legal fees, direct site overhead fees, electricity cost, water and sewerage treatment and recycling system cost, applicable taxes in respect of the Project save and except income tax of the Developer.
- (i) fees of the security personnel, Contractors, Architect;
- (j) any other cost, expenses and charges for undertaking the development and completion of the Project and other, taxes related to the Larger Project, levies, pay-outs and other amounts payable;
- (k) Legal fees in relation to the drafting of the Purchaser Documentation and Purchaser Communication
- (l) All Marketing, promotions cost, subvention & brokerage cost;
- (m) Project Handover related expenses society formation, conveyance to Common Organization;
- (n) insurance premium, including cost towards obtaining and maintaining a comprehensive 'Construction/ Contractors All Risk Insurance Policy
- (o) Cost/expenses/charges to be incurred during defect liability period as provided under RERA Act and Rules;
- (p) All indirect taxes in relation to the development of the Project, shall be the sole obligation of the Developer herein.

1.1.9. **"Developer's Share"** shall have the meaning assigned to it in Article 4.2

1.1.10. **"First Phase"** means the initial phase of the Larger Project, wherein first RERA approval is obtained, and the project sale is commenced, anywhere on the Larger Land, which shall be completed within 4 (Four) years from the date of receipt of RERA Registration.

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- 1.1.11. **“Quorum”** means the decision-making body consisting of one representative from the First Party and one representative from the Second and Third Parties combined, which shall meet quarterly to make key decisions regarding the Project, as detailed under Article 3.18.
- 1.1.12. **“Title Deeds”** shall mean various title documents by virtue of which the Owner has acquired the Said Land, which shall be held in escrow for a period of 1 (one) year from the Effective Date, subject to extension as mutually agreed in a separate escrow agreement, executed between the Parties.
- 1.1.13. **“Gross Project Revenues”** shall mean all monies, including cash flows, receipts and receivables by whatsoever name called including TDS or any other statutory deduction by the end purchaser, generated and received in the Designated Account(s) from the purchasers, pursuant to the allotment in their favour and/or sale/transfer of units/ creation of any right, title or interest or creation of any possessory or other right whether in full or part of Saleable Areas to such purchasers/allottee and shall include amounts received towards provisional allotment, balance payment in respect of allotted units, booking, and shall include sale consideration of super built-up area, car parking space, preferential location charges, arising from development and construction over land parcels forming part of the Larger Project. Further the above shall also include cancellation charges/damages, interest on delayed payment of instalments, holding charges; treasury income; interest on delayed payment received from purchasers; amount forfeited from purchasers and cancellation charges; any tax deducted at source (TDS) by the purchasers. All the above receipts will be received/deposited by the Developer in the Designated Account(s).
- 1.1.14. **“Consultants / Service Providers”** shall include all the third parties appointed / to be appointed for development, construction, sale and marketing of the Project, including architects, designing consultants, contractors, project management consultants, brokers, channel partners, advertising agency, etc.
- 1.1.15. **“Force Majeure”** shall have the meaning set forth in Article 15.6.
- 1.1.16. **“Governmental Authority”** shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law, and shall include but not be limited to the concerned Municipal Corporation, HRERA and/or Director, Town & Country Planning, Haryana.

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- 1.1.17. **"Power of Attorney"** shall mean an irrevocable registered power of attorney executed by the Owner, pursuant to this Agreement, in favour of the Developer or its Representatives, authorizing the Developer or its Representatives to do various acts for the purposes of (a) the construction and development of the Said Land; (b) obtaining Approvals for the purposes of construction, development, marketing and sales of developed area on the Said Land forming part of the Larger Project (c) execution and registration of allotment letter, agreement to sell, conveyance/sale/transfer or any transfer document in relation to the Units forming part of Saleable area and comprised in the Said Land forming part of the Larger Project in favour of customers; (d) all matters ancillary or incidental thereto, in the format provided in **Annexure C** hereunder, to be executed and registered on the Effective Date.
- 1.1.18. **"GST"** shall mean Goods and Services Tax.
- 1.1.19. **"HRERA"/RERA** shall mean Haryana Real Estate Regulatory Authority, Haryana, set up under the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.
- 1.1.20. **"Larger Land"** shall have the meaning as provided under Recital C of this Agreement.
- 1.1.21. **"Litigation"** includes any action, cause of action, claim, demand, suit, proceedings, citation, complaints, summons, subpoena, inquiry or investigation of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any Third Party to the Developer and any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation which are threatened.
- 1.1.22. **"Owner's Share"** shall have the meaning assigned to it in Article 4.2 herein.
- 1.1.23. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.
- 1.1.24. **"Project"** has the meaning given to it in Recital D hereinabove.
- 1.1.25. **"Representatives"** shall mean the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

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1.1.26. **“RERA Act”** shall mean the Real Estate (Regulation and Development) Act, 2016 along with rules and regulations made thereunder.

1.1.27. **“Said Land”** means the 4 (four) Acres of land as mentioned in **Schedule I**, situated in the revenue estate/villages Daulatabad, Tehsil Kadipur, Sector 103, Gurugram, Haryana, which shall be used specifically for the project's pool area as per the Developer's project proposal.

1.1.28. **“Saleable Area”** shall mean and include developed area of the Project (including commercial component) or any other transferable areas to be constructed and developed as part of the Project as the Developer deems fit.

1.1.29. **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party.

1.1.30. **“Units”** shall mean and include units in the group housing colony project developed and constructed over the Larger Land or any other transferable areas to be constructed and developed as part of the Larger Project.

1.2 **INTERPRETATIONS:** In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa) his/her legal representatives, successors, legal heirs, executors and administrators and any one gender shall include all other genders, and the singular shall include the plural (and vice versa);
- (ii) Any reference to consent or approval of the Owner shall mean the affirmative consent of the Owner's representative in the Quorum, unless explicitly stated otherwise.
- (iii) Any reference to the Said Land shall always be interpreted to mean the land owned by the First Party.
- (iv) 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;
- (v) The recitals, schedules, annexure, appendices, if any, 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 or to a deed, document or instrument shall be a reference to that law or such deed, document or instrument as amended, re-enacted, consolidated,

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supplemented or replaced.

ARTICLE 2 GRANT OF DEVELOPMENT RIGHTS

- 2.1 The Parties acknowledge and agree that the Owner's contribution to the Larger Project is limited to the Said Land, which represents the entirety of the Owner's financial commitment. No additional monetary or non-monetary contributions shall be required from the Owner at any stage of the Larger Project, including but not limited to development costs, operational expenses, or unforeseen contingencies, except as explicitly mentioned in this Agreement regarding increased FAR scenarios.
- 2.2 In lieu of the consideration as prescribed in Article 4 herein below, the Owner hereby and exclusively grants, transfers, conveys, vests and assigns to the Developer as per the terms and conditions contained herein, the un-encumbered Development Rights of the Said Land including rights, authority and entitlement to plan, design, construct and develop the Project entirely at its own cost and expenses and in accordance with this Agreement, together with right to market, sell, transfer and convey the Saleable Areas/ Units and other areas/components of the Project along with all other ancillary and incidental rights attached therewith, together with right to convey proportionate undivided right, title, share and interest in the units developed on the Said Land in accordance with terms and conditions stated in this Agreement. It is expressly understood and agreed that save and except the rights of the prospective allottees in the Project and until the payment of entire Owner's Share, the Owner shall always remain the owner of the Said Land.
- 2.3 On the Effective Date, the Owner has handed over the legal, physical and peaceful possession of the Said Land free from all encroachment to the Developer. The Parties agree that the Developer shall have unfettered rights to enter the Said Land at any time, being vested with legal and physical possession to the same. The Developer shall be fully entitled to permit any of its associates, nominees, Consultants to also enter the Said Land, and to do all such acts and deeds as are required and/ or necessary at the discretion of the Developer on the Said Land for the purpose of development of the Project. However, the Developer shall ensure that no actions are taken that may jeopardize the Owner's title to the Said Land.
- 2.4 The Developer along with AIPL Associate Companies shall develop the Project as per this Agreement, in accordance with the Approvals and compliance of Applicable Laws in terms hereof. The Developer along with the Third Party shall ensure that all necessary approvals for the First Phase of the Larger Project is obtained within 9 (Nine) months from the date of execution of this Agreement.
- 2.5 It is hereby agreed by the Parties that, unless otherwise agreed to in writing, the Larger Project shall be a group housing colony as per the applicable norms.

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- 2.6 The Parties agree to conduct quarterly meetings with a Quorum consisting of one representative from the Owner and one representative from the Developer and Confirming Party combined. This Quorum shall have the exclusive power to make decisions regarding payment plans, other than construction-linked plan. The Quorum shall decide Base Selling Price (BSP), and other charges, on quarterly basis, relating to the First Phase of the Larger Project, subject to the affirmative consent of the Owner's representative. It being explicitly clarified that the obligation to obtain affirmative consent of the Owner's representative shall subsist until the entire payment of Owner's Share and/or distribution of unsold inventory in terms of this Agreement. Thereafter, the said Quorum shall stand dissolved, and Developer shall have the exclusive right and power to decide regarding payment plans, sale considerations, Base Selling Price (BSP), and other charges of the Project.
- 2.7 Notwithstanding anything contained in the Agreement, the Developer shall ensure that the entire Owner's Share in the Project is paid from the First Phase of the Larger Project, which shall be completed within 4 years from the date of receipt of RERA Registration of the First Phase of the Larger Project.
- 2.8 The Title Deeds of the Said Land shall be held in escrow for a period of 1 (one) year from the Effective Date. The escrow arrangement may be extended within the terms of an escrow agreement separately executed between the Parties.
- 2.9 The Developer and the Third Party acknowledges and agrees that following the contribution of the Said Land, the Owner shall have no further financial or other obligations towards the Larger Project. The Developer and the Third Party shall not make any further demands for capital, resources, or any other form of contribution from the Owner, regardless of Larger Project circumstances, market conditions, or any other factors that may arise during the course of the Larger Project's development or operation, except as explicitly mentioned in this Agreement with respect to increased FAR scenario. In addition to the foregoing, the Parties duly note and understand that all the AIPL Associate Companies entities engaged in the construction and development of the Larger Project shall at all times adhere to the terms and conditions of this Agreement including but not limited to acknowledging the limited obligation of the Owner as provided categorically in this clause.
- 2.10 In the event that the Larger Project requires additional funding or resources beyond the initially agreed-upon scope, it shall be the sole responsibility of the Developer to secure such funding or resources without any recourse to the Owner. The Owner's stake in the Larger Project and any returns or benefits due to the Owner as a result of this investment shall not be affected by any future funding requirements of the Project.

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- 2.11 The Owner shall, from time to time, promptly execute such further documents and do all such acts, as may be required by the Developer, to effectively exercise the Development Rights and to complete the transactions contemplated hereunder. The Parties agree and covenant not to do anything or permit any third party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the rights in terms of this Agreement. However, nothing in this Article shall be construed as allowing any change in the ownership or title of the Said Land.
- 2.12 It has been agreed between the Parties that the Developer has the absolute discretion to join the Said Land with other land parcels which is or development rights of which are owned by it or by the third Party or AIPL Associate Companies to get the required licenses/ approvals for the Project and/ or Larger Project. The Developer ensures and undertakes that the Owner's Share in the Project remains intact, and the Developer shall abide by the terms and conditions as mentioned under this Agreement.

It is reiterated that the Developer shall join hands with AIPL Associate Companies for the purposes of the construction and development of the Larger Project on the Larger Land which includes the Said Land. For the same, the Developer and the Third Party shall ensure that the terms and conditions of this Agreement are disclosed to the other AIPL Associate Companies and they confirm and agree to adhere to the terms and conditions of this Agreement. The said confirmation and agreement of adherence should be communicated to the Owner any non-compliance / non-abidance by AIPL Associate Companies and loss caused as a result thereof shall be to the account of the Developer and the Third Party and the Developer and Third Party shall indemnify and keep indemnified the Owner from the same in the manner herein provided.

ARTICLE 3 DEVELOPMENT AND CONSTRUCTION OF PROJECT

- 3.1 The Developer has agreed to develop the Project on the Said Land (which forms part of the said Larger Land) whereunder:
- (i) The Developer shall adhere to the norms prescribed by RERA. The Developer shall have right to obtain registration of the Larger Project including the Project under RERA and undertake the necessary periodic compliances as is required under the provisions of the same and the Owner shall provide due co-operation to the Developer in this regard.
 - (ii) The Developer shall be entitled to develop the Larger Project including the Project in single or multiple phases (as per sole discretion of Developer). The Developer shall launch the Project and undertake construction and development of the Project

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in accordance with the Approvals, the Applicable Laws and other terms and conditions of this Agreement.

- (iii) The Owner and the Developer shall be entitled to their respective revenue share in the Project as provided in Article 4 herein below. The Owner's Share shall be limited to its entitlements as per Article 4.
- 3.2 The Parties acknowledge that the Said Land shall be used specifically for the Project's pool area, as outlined in the Developer's project proposal.
- 3.3 The scope of development of the Project includes planning, designing, conceptualizing, construction and development of the Project, including car parking(s), Common Areas and Facilities and incidental and related amenities and various components of the Project as may be required at the cost of the Developer as per Development Cost define in this Agreement. The Developer is exclusively authorized to not only do the above and exercise the Development Rights as set out in this Agreement but is also entitled to book, market, and allot the Units and other Saleable Areas only after obtaining RERA Registration of the Project in favour of the Developer and to transfer and convey the Units / Saleable Area. The Development Rights shall be effective from the Effective Date. The Developer shall be solely responsible for securing entire funding or resources required for the Project, without any recourse to the Owner.
- 3.4 The Owner acknowledges that the Developer shall incur substantial expenditure for the construction and development on the Said Land and the Owner shall not rescind or cancel the Development Rights granted to the Developer under any circumstances. However, this shall not affect the Owner's Share in the Larger Project as per the terms agreed in this Agreement.
- 3.5 The Developer shall ensure that the construction commences after all necessary approvals for the First Phase of the Larger Project are obtained within 9 (Nine) months from the Effective Date.
- 3.6 All the Approvals shall be obtained by the Developer at its own cost and expense. Further, the Developer shall ensure that all approvals and permissions including license etc. shall be alive and subsisting untill completion certificate is obtained. The Owner shall provide prompt support and assistance to the Developer for obtaining such Approvals and shall execute necessary documents, affidavits, power of attorney(s) and authorisations in this regard. However, such support shall not require any additional financial contribution from the Owner.
- 3.7 The Developer shall be entitled to engage Contractors for construction and development of the Project at its discretion.
- 3.8 The Owner shall promptly, sign, execute and deliver all board resolutions, papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking

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and take such other actions as may be required by the Developer for the purposes of obtaining Approvals for the Project, including all approvals to be received from the DTCP, Haryana Shehri Vikas Pradhikaran (HSVP), and/or HRERA, registration of the Project under RERA and for construction and development of the Project and booking, marketing, allotment, transfer and/or sale of the Saleable Area and to receive consideration and proceeds thereof only after obtaining RERA Registration of the Project in favour of the Developer, and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

- 3.9 The Owner shall, sign and deliver to the Developer all documents, as may be required to be signed by the Owner, for filing the various applications and for obtaining the Approvals pursuant thereto for the construction, development, marketing, sale (Saleable Area), and maintenance of the Project including but not limited to the obtaining the registration of the Project under RERA.
- 3.10 The Developer shall be exclusively entitled in its sole discretion to book, allot, sell the Units /Saleable Area and to enter into agreement to sell, unit buyer agreements with prospective purchasers for transfer of the same together with proportionate, undivided right, share, interest and title in the Said Land.
- 3.11 Before undertaking any sales, the Developer in consultation with the Quorum shall prepare the comprehensive Sales Plan, to be finalized and agreed between the Parties at the time of RERA Registration of the Larger Project in whole or in Phases, for marketing, sales and collections of the Project. The Parties shall be entitled to make changes and modifications to the sales plan during the tenure of this Agreement for operational ease and smooth functioning, however, in case of any change to the sales plan that materially and negatively affects the revenue share of the Owner, the same shall be made with the prior consent of the Quorum. The plan shall also include process for fixing minimum selling price for the Units, payment schedule, sale to bulk buyers and underwriters and process of sharing monthly MIS of the Project to the Owner.
- 3.12 The Developer shall be entitled to receive refund of all security deposits or advances paid by it to the concerned authorities upon completion of the Project or otherwise. If any such refund is received in the name of the Owner from any authority, the Owner shall within 7 (Seven) days of receipt of notice from the Developer regarding the same, pay the said amounts to the Developer without any demur, protest or delay.
- 3.13 The Owner shall not create any Encumbrances on the Said Land in any manner whatsoever.
- 3.14 The Owner hereby acknowledges that the cost of the Said Land shall be accounted/considered while filing application for registration of the Project under RERA. The Owner shall provide necessary documents and support to the Developer in this regard.

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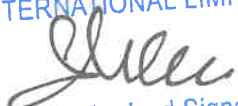
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- 3.15 The Developer shall have the sole discretion to name the Project and use its brand, name and logo in its sole and absolute discretion. However, Project shall be launched only under the brand 'AIPL'.
- 3.16 That, the Parties have agreed and covenant to complete the following conditions as agreed hereunder:
- (a) The Developer shall obtain requisite permission/approval of DTCP.
 - (b) The Developer shall apply for RERA registration at its own cost and expenses and inform the Owner who shall co-operate and help the Developer so as to enable the Developer to obtain the approval from HRERA in favour of Developer.
- 3.17 Simultaneously with the execution of this Agreement, the Owner shall convene a meeting of its Board of Directors and pass requisite board resolution ("**Board Resolution**"), authorizing the Developer to undertake the construction and development of the Project in terms of this Agreement on the Said Land.
- 3.18 Notwithstanding anything contained in this Agreement or any other agreement or communication between the Parties, the Parties agree to conduct quarterly meetings with a Quorum consisting of one representative from the Owner and one representative from the Developer and Confirming Party combined. Any payment plans which is not construction linked shall be approved by the Quorum. The Quorum shall have the power to make decision regarding Base Selling Price (BSP), and other charges, subject to the affirmative consent of the Owner's representative. The Parties have mutually agreed the following, in relation to the meetings of the Quorum:
- (a) It is the obligation of the Developer to call the meeting of the Quorum within 1st week of expiry of each Quarter. The Developer shall give 3 days' advance notice to the Owner before calling the meeting of the Quorum alongwith all the MIS, revenue collections and bank statements.
 - (b) In case the Owner/its representative fails to attend the meeting of the Quorum, as called by the Developer, in that event the price list, payment plan, discount structure, or other decisions which were agreed under previous/last quarterly meeting of the Quorum shall prevail and continue, until the next quarterly meeting conducted by the Quorum.
 - (c) In case the Developer fails to call the meeting of the Quorum on the due date, and the said default continues for a period of 90 (Ninety) days, in that event the Developer shall not be entitled to sell any further Units in the First Phase of the Larger Project. The said restriction upon the Developer shall continue until the next meeting is conducted by the Quorum.
 - (d) If the members of the Quorum fail to reach any consensus in any quarterly meeting, in such event the price list, payment plan, discount structure, or other decisions which were agreed under previous/last quarterly meeting of the Quorum shall

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prevail and continue, until the next quarterly meeting conducted by the Quorum. However, if the Quorum fail to reach any consensus in three consecutive quarterly meetings (i.e., 270 days), the Owner shall have the option to seek demarcation and allocation of the balance First Phase's Unsold Area on proportionate basis (*as per their respective share in this Agreement*) and the Developer shall divide and allot the balance First Phase's Unsold Area (which were not sold till that date) between the Owner and the Developer proportionately in their respective sharing ratio (*as per this Agreement*) in the First Phase of Larger Project, in each tower on the basis of floor, kind of unit and each category of PLC, etc. The Owner thereafter shall have the exclusive right to book, sell, and allot Owner's Unsold Area belonging and allotted to them. Accordingly, the Developer will not have any right to sell such demarcated Owner's Unsold Area. However, in this case if the Developer calls upon the Owner for finalization of demarcation and allotment of Owner's Unsold Area, and Owner doesn't come forward for the same, then the Developer shall have the right to continue selling the unsold units of First Phase of Larger Project on the same terms as agreed during previous/last quarterly meeting of the Quorum, until the Quorum reaches a consensus.

- 3.19 The Developer shall ensure that the entire Owner's Share is paid to the Owner from the First Phase of the Larger Project, which shall be completed within 4 (Four) years from date of receipt of RERA Registration.
- 3.20 Issue an irrevocable Power of Attorney ("**Power of Attorney**"), in respect of the Saleable Area of the Project constructed and developed over the Said Land, permitting and authorizing the Developer to solely, and at its own cost and expenses, exercise all powers referred herein and to use the Development Rights granted herein to fulfil all its rights and obligations as mentioned in this Agreement for the development of the Project.

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ARTICLE 4
CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS

4.1 In consideration of the First Party providing and making available to the Second Party, the Said Land and granting the exclusive Development Rights as mentioned in this Agreement, the Second Party has agreed to pay an interest free non-refundable security deposit of INR. 4,00,00,000/- (Indian Rupees Four Crore only) (hereinafter referred to as “NRSD”) to the First Party in the manner as prescribed in **Annexure A** which the First Party hereby duly admits and acknowledges. The payment of NRSD exclusive of applicable GST, if any, shall be paid by the Second Party after deduction of withholding taxes at applicable rates as per provisions of the Income Tax Act, 1961, if any.

4.2 That, in consideration of contribution of the Said Land by the First Party for execution of the Project (comprised in the Larger Project) and granting the development rights to the Second Party for development of the Said Land and the Developer bearing the costs, expenses and responsibility of execution of the Project, the First Party, in addition to the NRSD, shall be entitled to receive from the Second Party/ Developer :

- 35% of the Gross Project Revenue arising from development of area equivalent to 4 (Four) acres in the First Phase of the Larger Project, utilising minimum FAR of 1.75 (Except in case of additional FAR scenario, mentioned in Article 4.3); The said percentage is agreed on the basis of Saleable Area after adjustment of the total loading up to a maximum of 30%, subject Floor Area Ratio (FAR) allocable towards EWS and Club (as per final design), both in the residential and proportionate commercial units, and shall be payable from the First Phase of the Larger Project
- OR
- revenue share equivalent to entire Gross Project Revenue in respect of 1,45,000 Sq. Ft. of saleable areas in the First Phase of the Larger Project, both in the residential and proportionate commercial units, whichever is higher (“**Owner’s Share**”).
- The balance revenue from any other saleable areas of the Project/Larger Project shall solely belong to the Second Party and the Second Party shall be solely entitled to all benefits, rights, advantages, profits, privileges, easements, receivables, liberties and appurtenances whatsoever from the Project that will accrue (in all manners) over and above Owner’s Share (“**Developer’s Share**”).

It being expressly clarified that the Owner’s Share due and payable to the Owner in consideration of granting Development Rights of the Said Land to the Developer, shall be payable to the Owner by the Developer from the revenue generated from the First Phase of the Larger Project where the RERA approval is granted by the authorities.

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- 4.3 If additional FAR in the form of TDR, over and above 1.75 FAR is purchased at any stage, than such FAR will be on account of the Second Party, and Second Party shall bear the cost of approvals, development etc for the same. And the Second Party shall solely be entitled to appropriate entire revenue generated from such additional area constructed against such increased FAR, with complete exclusion of the First Party.

However, in case other than purchasable TDR, anytime in future, if the FAR is increased by the Governmental Authority beyond 1.75, then for the increased FAR accrued to the Said Land, the First Party shall get 40% of the Gross Project Revenue generated from sale of Units developed from/on such additional FAR and First Party shall bear the cost of approvals & development in the same proportion i.e. 40% for such increased FAR. And the Second Party shall bear 60% of cost of approvals and development. And the Parties shall get the revenue in same proportion for that increased FAR. And in this scenario the time for completion of Project as mentioned in this Agreement shall increase accordingly in respect of the increased FAR only. Further, this arrangement shall be applicable on the Said Land only and shall not be applicable on Larger Land minus Said Land.

It is also agreed herein that irrespective of the party (Developer / AIPL Associate Companies) undertaking construction and development of the Larger Project, the Owner's share shall be payable to the Owner in the manner herein provided. The Developer and the Third Party shall do all acts, deeds and things as may be necessary including signing necessary documents for adherence with AIPL Associate Companies to ensure compliance, abidance and payment of the Owner's Share to the Owner.

- 4.4 The Owner hereby agrees, acknowledges and confirms that its entitlement under this Agreement and in connection with the Project/Said Land is limited to the following:

- (i) NRSD and;
- (ii) Owner's Share as defined in Article 4.2 above;

- 4.5 It has been agreed between the Parties:

- (i) that the Said Land has been added to the Developer's Land for development of a Group Housing Colony, in respect of land over and above the Said Land, Once the entire Owner's Share as mentioned in the Article 4.2 is fully realised/ received by the Owner, the Developer shall be entitled to all benefits, rights, advantages, profits, privileges, easements, receivables, liberties and appurtenances that will accrue (in all manners) whatsoever from the Larger Land (i.e. over and above Owner's share arising from the Said Land), after having received entire Owner's Share, the Owner shall have no claim/ right over the same in any manner whatsoever. Further, the Developer shall be free to market, utilise, exploit and sell the area arising out of the

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development of the Larger Land and Owner shall have no claim over the same in any manner whatsoever.

- (ii) that the Developer shall have irrevocable and exclusive right to create charge on the Larger Land, excluding the Said Land, to obtain funding and to create charge and such Encumbrances for the purposes of obtaining financing from banks, financial institutions or any other third party, without creating any charge/encumbrance over the Said Land and the Owner's Share in Gross Revenue in the First Phase of the Project in the Larger Land. The Developer shall be solely liable for the repayment obligation of the loan amount including interest, penalty etc. (if any), without any liability/encumbrance on gross revenue of the Owner in any manner whatsoever and the Owner shall have no objection to the same.

4.6 The Parties agree that:

- (i) The Said Land represents the entirety of First Party's financial commitment to the Larger Project. No additional monetary or non-monetary contributions shall be required from First Party at any stage of the Larger Project, including but not limited to development costs, operational expenses, or unforeseen contingencies, except as explicitly mentioned in this Agreement regarding increased FAR scenarios.
- (ii) The Second Party acknowledges and agrees that following contributing the Said Land, First Party shall have no further financial or any other obligations towards the Larger Project. Second Party shall not make any further demands for capital, resources, or any other form of contribution from First Party, regardless of Larger Project circumstances, market conditions, or any other factors that may arise during the course of the Project's development or operation except as explicitly mentioned in this Agreement regarding increased FAR scenarios.
- (iii) In the event that the project requires any funding or resources or any other financial requirements of the Larger Project, it shall be the sole responsibility of Second Party to secure such funding or resources without any recourse to First Party. First Party's stake in the Larger Project and any returns or benefits due to First Party as a result of this investment shall not be affected by any future funding requirements of the Larger Project.

4.7 The Parties agree to conduct quarterly meetings with a Quorum consisting of one representative from the First Party and one representative from the Second Party and Third Party combined. This Quorum shall have the power to make decisions regarding payment plans (which shall be construction-linked only), terms of sale, Base Selling Price (BSP), and other charges relating to the Project, subject to the affirmative consent of the First Party's representative, in terms of Article 3.18 above.

ARTICLE 5 COVENANTS, UNDERTAKINGS, ROLES AND OBLIGATIONS OF THE

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DEVELOPER/SECOND PARTY

- 5.1 The Developer has done the due diligence of the Said Land and assures the Owner that the Said Land is eligible to get approval for development as Group Housing Colony from the competent authorities. Further assurances are as follows:
- (i) The Developer will be fully responsible for obtaining all relevant approvals for development of group housing colony on the Said Land.
 - (ii) The Developer alongwith AIPL Associate Companies shall undertake the construction and development of the Larger Project on the Larger Land .
 - (iii) The Developer has agreed to complete the development of Project on the Said Land forming part of the Larger Land in accordance with the terms hereof, and such rights shall be irrevocable subject to the terms of this Agreement.
 - (iv) The Developer will be responsible to get the Said Land converted/ regularized and obtain building plan sanction for FAR of 1.75 or higher, as applicable, on the Said Land within 9 (Nine) months from the Execution Date. As mentioned hereinabove, the approvals for the First Phase of the Larger Project shall be obtained in 9 (Nine) months from the Execution Date, and immediately thereafter the sale will commence and accordingly the revenues will commence to each Party.
 - (v) The Developer will bear and deposit necessary development charges and other fees to various authorities for development of Larger Project upon the Said Land.
 - (vi) The Developer shall bear sole responsibility for all aspects of due diligence, obtaining permissions, and assessing the feasibility of the Said Land.
 - (vii) The Developer shall bear entire Development Costs of the Project.
 - (viii) Furthermore, the Developer shall be exclusively responsible for obtaining and maintaining all necessary permissions, approvals, and licenses required for the project. This includes, but is not limited to, building permits, environmental clearances, zoning variances (if required), and approvals for utility connections. the Developer shall liaise with all relevant governmental and regulatory bodies, ensure timely renewal of all permits and licenses throughout the project lifecycle, and bear all associated costs. The Developer shall indemnify the Owner against any claims, liabilities, or penalties arising from failures in obtaining or maintaining necessary approvals.
 - (ix) The Developer commits to providing regular online updates to the Owner on the status of due diligence, permissions, compliance report, Fortnight MIS Sales report and feasibility assessments, maintaining clear and accurate records of all related

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activities, and granting Owner the reasonable access to all relevant documents and information upon request. These updates shall also be provided at the quarterly meetings of the Quorum as specified in this Agreement.

- (x) The Developer shall ensure that all activities related to these responsibilities comply with applicable laws and regulations, adhering to best practices and industry standards. All costs and expenses related to fulfilling these responsibilities, including but not limited to professional fees, government charges, and administrative expenses, shall be borne entirely by the Developer. Under no circumstances shall the Owner be required to contribute additional funds or resources beyond the Said Land, except as explicitly stated in this Agreement regarding increased FAR scenarios.
- (xi) To do all such acts, deeds and things as may be required for making the Said Land fit and proper for the purposes of the development of the Project thereon. To bear, fund and undertake the entire development, construction, conceptualization, planning and implementation and Development costs of the Project, and the Developer shall provide information and regular updates to the Owner. The Developer acknowledges that it is solely responsible for securing any additional funding or resources required for the Project beyond the initially agreed-upon scope, without any recourse to the Owner or charge on the Said Land or encumbrance on the Owner's Share.
- (xii) Obtaining registrations and compliances under Haryana RERA in the name of the Developer.
- (xiii) The Second Party will be responsible for developing the entire Project at its own costs and bear all expenses towards Development Costs and execution of the Larger Project, as defined in this Agreement as per specifications of the Projectas detailed under **Annexure B** hereto. The Developer confirms that the specifications of the First Phase of the Larger Project will be
 - a. similar to or better than the specifications of the Larger Project.
 - b. similar or better than the specifications of nearby luxury projects launched recently, Godrej Vikshya, Sector 103, Gurgaon.
- (xiv) Project's marketing and advertising collaterals.
- (xv) It shall obtain the requisite licenses, permissions, sanctions and approvals for the construction and development of the Project on the Said Land in accordance with applicable zonal plans.
- (xvi) It shall provide monthly updates regarding construction progress on site, site pictures till completion of the Project, revenue collections for First Party's respective

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share. The revenue details will be shared by the sales department directly from the SAP/ ERP on monthly basis.

- (xvii) The Completion of the First Phase of the Larger Project (i.e. obtaining occupation certificate) within 48 months plus 6 months grace period from the approval of RERA. The Second Party shall get the RERA approval within 9 (nine) months from the Execution Date.
 - (xviii) It shall do branding at its sole discretion.
 - (xix) It shall undertake the maintenance of the Project either itself or through its own maintenance agency at its sole discretion.
 - (xx) All cost, fees and expenses for securing Approvals.
 - (xxi) Registration cost of Collaboration Agreement.
- 5.2 Notwithstanding anything contained in the Agreement, the Developer shall ensure that Owner's Share shall be paid to the Owner by the Developer from the First Phase of the Larger Project, which shall be completed within 4 (Four) years from the date of receipt of RERA Registration of the First Phase of Larger Project.
- 5.3 The Developer agrees that the Said Land shall be used specifically for the Project's pool area, as outlined in the Developer's Project proposal.
- 5.4 The Developer acknowledges that the Owner's contribution is limited to the Said Land, which represents the entirety of the Owner's financial commitment to the Project. The Developer shall not make any further demands for capital, resources, or any other form of contribution from the Owner, except as explicitly mentioned in this Agreement regarding increased FAR scenarios.
- 5.5 The Developer shall be solely responsible for securing funding or resources required for the Project beyond the initially agreed-upon scope, without any recourse to the Owner.
- 5.6 The Developer agrees to conduct quarterly meetings with the Quorum as specified in this Agreement, to make decisions regarding payment plans (which shall be construction-linked only), sale considerations, Base Selling Price (BSP), and other charges, subject to the affirmative consent of the Owner's representative.
- 5.7 The Developer shall undertake the construction and development of the Project in its sole and absolute discretion as per Applicable Laws, Approvals and in terms of this Agreement.
- 5.8 The Developer shall formulate the master plan and design of the Project as per its sole and absolute discretion and evaluate and shortlist and appoint such third-party consultants and vendors as it may require for the development of the Project.

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- 5.9 The Developer shall have the right to conceive the Project and device the layout plans, design and arrange preparation of architectural, structural and other drawings from the Contractors, architects and other consultants based on the approved sanctioned drawings and shall develop the Project. The Developer shall have the right to deploy resources to run, operate and monitor the development of Project.
- 5.10 The Parties agree that all the other Approvals for construction, development, marketing and sale of the Project, shall be obtained by the Developer at its own costs and expenses.
- 5.11 The Owner shall provide prompt support and assistance to the Developer for obtaining such Approvals and shall execute necessary documents, affidavits, undertakings and power of attorneys as may be required in this regard.
- 5.12 The Developer shall engage on its own account Contractors, managers, architects, engineers, supervisors, consultants, staff and workmen for supervision and execution of the construction works and marketing of the Project and shall run, control, monitor, operate and maintain the Project either itself or through such third-party agencies.
- 5.13 The Developer shall construct, develop the Project and shall be entitled to market and sell the Saleable Areas. The Developer shall also be entitled to execute conveyance/sale deed/transfer deed in respect of area arising out of development of the Said Land. The Owner shall provide its complete support and assistance to the Developer in this regard. However, the Developer shall be free to market and sell the area arising out development of rest of the Larger Land (other than the First Phase of the Larger Project) and Owner shall have no claim over the same in any manner whatsoever.
- 5.14 The Developer shall have the right to evaluate, shortlist, negotiate with and appoint all third-party vendors as may be required for the construction and development of the Project.

ARTICLE 6

COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE OWNER/FIRST PARTY

That it has been agreed and undertaken by the Owner that:

- 6.1 It shall co-operate with the Developer in the development process.
- 6.2 It shall keep title and ownership of the Said Land absolutely free, unencumbered and marketable in all respects. It shall be ensured that the title in relation to the Said Land remains in the name of the Owner.
- 6.3 It shall provide quiet, clear, vacant and peaceful possession of the Said Land to the Developer on the Effective Date for the purpose of Development.

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- 6.4 It shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development on the Said Land/ Project/ Larger Land and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 6.5 Any cost and/or expense incurred in relation to the rectification of title risk or defect in the title or land use of the Said Land shall be solely borne and paid by the Developer.
- 6.6 It shall provide all cooperation and support to the Developer, at all stages, for undertaking construction and development of the Project.
- 6.7 The Owner shall provide necessary documents and assistance to the Developer for the purposes of obtaining the RERA registration for the Project and other Approvals.
- 6.8 Any penalty, interest or charges payable to or claims received from the HRERA or any other Governmental Authority or any third party on account of defect in title of the Said Land or title risk, shall be borne and paid solely by the Developer.
- 6.9 That the Developer shall ensure that the Project/ Said Land is not adversely affected due to any act of gross or willful negligence of the Developer.

ARTICLE 7 RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN THE PROJECT

- 7.1 Revenue share of the Owner (i.e., Owner's Share) out of total Gross Project Revenue from the Project will be paid by the Developer forthwith upon collections on monthly basis from the First Phase of the Larger Project, even though the Said Land owned by the Owner may not be developed in this phase, **for example**, if the First Phase launch of Larger Project is for 10 lac sq ft of group housing on any land within the sanctioned project on the Larger Land and the Owner's Share shall be sale consideration of minimum 1.45 lacs Sq. Ft. of saleable areas. Hence, Owner will be entitled to minimum 14.5% of the Gross Project Revenue from the First Phase of Larger Project.
- 7.2 Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961.
- 7.3 **Construction Loan:** It has been agreed between the Parties that during development of the Project whenever the construction loan is required then the Parties shall mutually discuss the commercial terms thereof and take it forward. However, the Owner shall not be obligated to provide any guarantee/ charge on the Said Land/encumbrance on the Owner's Share.
- 7.4 Brokerage towards either sale or leasing has to be borne by the Developer & the Owner, in the manner as agreed under the Sales Plan, as approved by the Quorum.

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- 7.5 The Owner shall be entitled to its agreed share of revenue from the Project, as specified in this Agreement, between the Owner and the Developer, irrespective of whether the exact Said Land contributed by the Owner is ultimately used in the final construction of the Project or not. This entitlement remains valid and enforceable even if Project plans are altered, the land layout is reconfigured, or if any portion of the Project is constructed on land other than that originally contributed by the Owner. The Parties acknowledge and agree that the Owner's investment in the project, through the contribution of the Said Land, grants Owner rights to the agreed-upon revenue share from the First Phase of the Larger Project, without being tied to the specific utilization of the contributed land. The Developer confirms and guarantees that the Owner's Share shall not be diminished, altered, or voided based on any changes to the project's land use or configuration, ensuring that the Owner's financial interests in the Project are protected regardless of the final disposition of the contributed land within the overall project area.
- 7.6 It has been mutually agreed between the Owner and the Developer that for any reason whatsoever:
- (i) If the Said Land is deemed ineligible for the development, but the Larger Project proceeds on the remaining land, the Owner shall retain its entitlement to the Owner's Share agreed under this Agreement, i.e., revenue share equivalent to minimum 1.45 lakh square feet of saleable areas in the First Phase of the Larger Project.
 - (ii) In case of partial abandonment of the Larger Project, the Owner shall be entitled to a revenue share equivalent to sale proceeds of minimum 1.45 lakh square feet of saleable areas in the Larger Project out of whatever area is developed on the Larger Land.
 - (iii) It has been agreed between the Parties that in case any of the circumstances, as stated hereinabove, come into existence then upon the Owner realizing full consideration (i.e., Owner's Share) as mentioned above, the Owner shall immediately convey the Said Land in favour of the Developer without any further consideration.
- 7.7 The Developer shall, at all times hereinafter, have the right to market, make advance bookings, allot, transfer or sell the Units or area comprised in the saleable area to the prospective buyers at its discretion only after obtaining RERA Registration of the Project in favour of the Developer subject to price and payment plan approved by the Quorum every quarter. However, all decisions regarding pricing, payment plans, and bulk sales of the Project shall be subject to the approval of the Quorum as specified in this Agreement.
- 7.8 The Developer or any agency nominated by it shall have the sole right to maintain the Project and other areas/ facilities as per the provisions of the Applicable Laws.
- 7.9 Notwithstanding anything contained in this Agreement, it has been specifically agreed and undertaken by the Owner that after receipt of full /entire due Owner's Share in terms of

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this Agreement, the Owner shall transfer/convey the Said Land in favour of the Developer or its nominee's favour and to execute agreements/sale deed/ conveyance deed/ exchange deed or similar documents and to appear before the office of concerned sub registrar to get the said documents duly registered.

- 7.10 The Developer shall provide monthly MIS reports to the Owner detailing sales, collections, all other revenues and other relevant Project metrics.
- 7.11 Until the receipt of entire's Owner's Share in the Project, all related party transactions and bulk sales to single customers/underwriters shall require prior approval of the Quorum.
- 7.12 Unsold Area and Owner's Rights:

7.12.1 If at the time of completion of the First Phase of the Larger Project, the Developer has not been able to sell the entire saleable area of the First Phase of the Larger Project, the following shall apply:

- a) The Developer will purchase the Owner's share of such unsold area at a price and terms, as per last sales in the First Phase of the Larger Project. However, in the event that the Developer fails to purchase the Owner's share of such unsold area within 3 (Three) months from the date of obtaining occupancy certificate of First Phase of the Larger Project, such Owner's share of unsold area will be demarcated and allotted to the Owner in the manner as agreed below.
- b) The balance unsold Units in the First Phase of the Larger Project ("**First Phase Unsold Area**") shall be distributed between the Owner and the Developer in the ratio of X: Y (X = 1.45 lakh sq. fts and Y= total saleable area of First Phase of Larger Project less 1.45 lakh sq. fts.)

For example, if the total saleable area of the First Phase of the Larger Project is 10 Lakhs Sq. Fts. and the First Phase Unsold Area is 5 Lakhs Sq. Fts. In that case, the First Phase Unsold Area shall be distributed between the Owner and the Developer, as under:

1.45 lakh: 10 lakhs minus 1.45 lakh sq. fts, i.e., 1.45 lakh: 8.55 lakhs

Owner's Unsold Area= 72,500 Sq. Fts.; and
Developer's Unsold Area= 4,27,500 Sq. Fts

- c) The Unsold Area will be divided proportionately between the Parties in each tower on the basis of floor, kind of unit, PLC, etc.
- d) The Owner thereafter shall have the exclusive right to book, sell, and allot Owner's Unsold Area belonging and allotted to them.

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- e) The Owner shall have the freedom to determine the pricing, and payment plans for these Owner's Unsold Area.
- f) The Developer shall provide all necessary assistance to the Owner in the marketing, sale, and allotment of these Owner's Unsold Area, including but not limited to:
 - (i) Providing all relevant Project and unit information
 - (ii) Facilitating site visits for potential buyers
 - (iii) Providing first transfer of Units comprised in the Owners Unsold Area as free of any transfer charges
 - (iv) Providing assistance at no additional cost, in the execution of sale agreements and other necessary documentation.
- g) Any revenue generated from the sale of these Owner's Unsold Area shall belong entirely to the Owner, and the Developer shall have no claim over it.
- h) Upon handover of Owner's Unsold Area to the Owner, the Owner/Owner's customers (as the case may be) shall enter into a maintenance agreement with the Developer or its nominated maintenance agency, in relation to the Owner's Unsold Area. In case the Owner's Unsold Area is with the Owner only (and not sold to its customers), the Owner shall pay maintenance charges at rate which shall be 50% of the actual cost of the maintenance, until one year from the handover; and thereafter the maintenance charges shall be same as other allottees of the First Phase of Larger Project.
- i) This clause shall survive any termination or expiry of this Agreement and shall remain binding on the Developer until full satisfaction of the Owner's Share.

ARTICLE 8 RIGHTS/ENTITLEMENTS OF THE DEVELOPER

- 8.1 The Owner hereby agrees and undertakes that the Developer shall during the currency of this Agreement, be irrevocably authorized and entitled to:
- (i) To enter upon the Said 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.
 - (ii) To undertake development of the Project on the Said Land either itself or through Contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.

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- (iii) To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, Approvals, sanctions, consents, registrations and renewals/ extensions thereof under Applicable Laws, rules, regulations, license, orders, notifications, for and in respect of the development of the Project and in particular the following, viz.:
- a. to apply for, submit and follow up the application for obtaining Approvals in pursuance thereof
 - b. to submit layout plans, building plans and zoning plans, to apply for and obtain requisite sanction plans, as the Developer may desire.
 - c. to apply for and obtain commencement certificate and/or Occupation Certificate and/or completion certificate (including part thereof) and any like certificates or permissions that may be required by the Applicable Laws, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);
 - d. to appear and represent the Owner before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Said Land.
 - e. 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 Said Land and
 - f. to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owner, as required from time to time in connection therewith.
- (iv) To do all such acts, deeds and things as may be required for making the Said Land fit and proper for the purposes of the development of the Project thereon.
- (v) To carry out the construction and development of the Project and to construct, reconstruct, repair, improve upon or otherwise develop the Said Land.
- (vi) To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at its own costs, construction work on the Said Land and every part thereof in accordance with the Approvals, 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.

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- (vii) 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 Owner before any such authorities or persons whomsoever, as may be required by the authorities concerned from time to time with respect to the Said Land.
- (viii) 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, licenses, no-objections and permissions for the construction and development of the Said Land.
- (ix) 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 on the Said Land 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 on the Said Land and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.
- (x) To attend to, manage, look after, watch, examine and take care of the Said Land 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 Said Land or any part or portion 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.
- (xi) To apply for and obtain and receive a refund of money paid by the Developer with respect to the Said Land in the name of the Owner and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt(s) for the purpose.
- (xii) To do all marketing, publicity and advertising activities and make advance bookings and to allot the areas/units/spaces (of Saleable Area) in the Project forming as it may deem fit and proper.

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- (xiii) To execute from time to time all the agreements/ deeds/ documents/ on and in any other manner in respect of the Saleable Area in the Project and also to execute and sign the allotment letters and unit buyer agreements in favour of prospective allottee(s)/ transferees, as the Developer may deem fit.
- (xiv) To manage and maintain the Said Land either on its own or through any maintenance agency and to fix such maintenance charges as may be deemed expedient by the Developer or the maintenance agency.
- (xv) 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 Developer for the execution, stamping and/or registration of all writings/deeds/documents for registration of sale /transfer/mortgage, of saleable area as the case may be, in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove.
- (xvi) To give formal/physical possession of the areas/units/spaces in the Said Land to the prospective allottee(s)/ transferee(s) upon receipt of full consideration pursuant to issuance of occupation certificate for the project by DTCP, in terms of this Agreement.
- (xvii) If required, to take all necessary steps for the registration of a company, society, association, etc., of the owners and other occupants of areas/units/spaces in 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.
- (xviii) To evict the tenant/ unauthorized occupant/ trespasser on the Said 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 in terms of Applicable Laws. Nothing contained therein shall preclude the Developer from entering into a compromise in respect of Units forming part of remaining Larger Project.
- (xix) 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 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,

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appeals, proceedings and to execute decrees as the Developer shall be advised or thinks proper arising out of or in relation to the construction, development, sales and marketing of the Project.

- (xx) The Developer shall provide monthly MIS reports to the Owner detailing sales, collections, construction progress, and other relevant Project metrics.
- (xxi) The Developer shall ensure the payment of Owner's Share from the First Phase of the Larger Project, which shall be completed within 4 (Four) years from the date of receipt of RERA Registration of First Phase of the Larger Project.
- (xxii) The Developer shall participate in quarterly Quorum meetings as specified in this Agreement. Any payment plans which is not construction linked shall be approved by the Quorum. The Quorum shall have the power to make decision regarding Base Selling Price (BSP), and other charges, subject to the affirmative consent of the Owner's representative. The Parties have mutually agreed the following, in relation to the meetings of the Quorum:
 - (a) It is the obligation of the Developer to call the meeting of the Quorum within 1st week of each Quarter. The Developer shall give 3 (Three) days' advance notice to the Owner before calling the meeting of the Quorum.
 - (b) In case the Owner/its representative fails to attend the meeting of the Quorum, as called by the Developer, in that event the price list, payment plan, discount structure, or other decisions which were agreed under previous/last quarterly meeting of the Quorum shall prevail and continue, until the next quarterly meeting conducted by the Quorum.
 - (c) In case the Developer fails to call the meeting of the Quorum on the due date, and the said default continues for a period of 90 (Ninety) days, in that event the Developer shall not be entitled to sell any further Units in the First Phase of the Larger Project. The said restriction upon the Developer shall continue until the next meeting is conducted by the Quorum. If the members of the Quorum fail to reach any consensus in any quarterly meeting, in such event the price list, payment plan, discount structure, or other decisions which were agreed under previous/last quarterly meeting of the Quorum shall prevail and continue, until the next quarterly meeting conducted by the Quorum.
- (xxiii) To undertake such other activities as may be required for the development of the Said Land.

ARTICLE 9 TERMINATION

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- 9.1 The Owner and the Developer hereby agree that the respective rights of the Parties are irrevocable, and entitlements of the Parties cannot be terminated or cancelled.

ARTICLE 10 TAXES

- 10.1 Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their respective 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.

ARTICLE 11 BRANDING OF THE PROJECT

- 11.1 The Developer shall brand the Project in such name as deemed appropriate by it in its sole and absolute discretion.
- 11.2 All customer-related documentation with respect to the Saleable Area shall be prepared / drafted by the Developer. The Developer shall be entitled to sign / execute / issue the same.

ARTICLE 12 REPRESENTATIONS AND WARRANTIES

- 12.1 The Owner and the Developer hereby represent and warrant to each other that:
- (i) Each Party has full power, authority, legal right and capacity to enter into and perform their obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against them, in accordance with its respective terms.
 - (ii) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
 - (iii) 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 Parties or any of their respective legal heirs, agents, Representatives, officers, employees or advisers.
 - (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.

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- (v) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
 - (vi) 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.
 - (vii) That upon receipt of entire Owner's Share in terms of this Agreement, the Owner shall transfer/convey the Said Land in favour of the Developer or its nominee's favour and to execute agreements/sale deed/ conveyance deed/ exchange deed or similar documents and to appear before the office of concerned sub registrar to get the said documents duly registered.
- 12.2 The Developer and the Third Party confirm that they will ensure that the terms and conditions of this Agreement are disclosed to the *AIPL Associate Companies* and they confirm and agree to adhere to the terms and conditions of this Agreement. The said confirmation and agreement of adherence should be communicated to the Owner.

ARTICLE 13 INDEMNIFICATION

- 13.1 The Developer and the Third Party for and on behalf of the Developer and AIPL Associate Companies undertaking the construction and development of the Larger Project on the Larger Land hereby agrees to indemnify, defend, and hold harmless the Owner, against any and all losses, damages, claims, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to development of the Project. This indemnification shall cover financial losses, costs incurred by the Owner, legal expenses related to defending against any claims, regulatory penalties or fines, damages awarded to third parties, and any other direct or indirect costs stemming from development related issues. This indemnification shall remain in effect for the entire duration of the Larger Project and shall survive the termination of this Agreement. That, the Developer and the Third Party shall also indemnify, defend, and hold harmless the Owner, against any and all losses, damages, claims, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related or caused as a result of non-compliance of the terms of this Agreement by *AIPL Associate Companies* undertaking the construction and development of the Larger Project.
- 13.2 The Owner shall promptly notify the Developer, and the Third Party of any claim, action, or proceeding to which this indemnification may apply. The Developer and the Third Party

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shall have the right to assume the defense of any such claim with counsel of its choice. The Owner agrees to cooperate reasonably with the Developer and the Third Party in the defense of any such claim. The Developer's / Third Party's liability in relation to the Project shall be strictly limited to the contribution of the Said Land. The Owner shall not be held responsible for any additional costs, liabilities, or obligations beyond this contribution, except in case if the FAR is increased, the First Party shall bear the cost of approvals & development to the extent of 40%, as mentioned in Article 4.3 hereinabove.

- 13.3 The indemnification provided herein shall not be construed as an admission of liability or wrongdoing by either party. The Developer and the Third Party shall maintain adequate insurance coverage for the Project and shall provide proof of such insurance to the Owner upon request. If any portion of this indemnification clause is found to be unenforceable, the remaining provisions shall continue in full force and effect.
- 13.4 By agreeing to this Article, the Developer and Third Party acknowledges the extensive nature of its responsibility, and the comprehensive indemnification provided to the Owner regarding all land-related aspects of the project.
- 13.5 The Developer and Third Party hereby agrees to indemnify, defend, and hold harmless the Owner, against any and all losses, damages, claims, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to any claims, demands, liability, risk arising from RERA Registration of the Project. This indemnification shall cover financial losses incurred by the Owner, legal expenses related to defending against any claims, regulatory penalties or fines, damages awarded to third parties, and any other direct or indirect costs stemming from such related issues. This indemnification shall remain in effect for the entire duration of the Larger Project and shall survive the termination of this Agreement.
- 13.6 The Developer and the Third Party hereby agree to indemnify and hold harmless the Owner, its officers, employees, shareholders, directors and affiliates from actual 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 to discharge its liabilities and/or obligations under this Agreement; and/or
 - (ii) any willful act of omission or commission, breach, misrepresentation, misconduct or negligence , of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

ARTICLE 14

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DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 14.1 **Amicable Settlement:** In case of any dispute, controversy or claim arising out of, or in connection with the existence, validity, interpretation, performance of this Agreement (“Dispute”), the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 14.2 In case, the above fails, any and all disputes, controversies, or claims arising out of or relating to this Agreement, including questions regarding its existence, validity, interpretation, performance, breach, or termination, shall be settled exclusively through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a panel of three arbitrators, with each party appointing one arbitrator and the two appointed arbitrators selecting the third arbitrator who shall act as the presiding arbitrator. The exclusive seat and venue of the arbitration shall be Delhi, India, and the arbitration proceedings shall be conducted in the English language. The courts in Delhi, India shall have exclusive jurisdiction over any matters related to the arbitration, or otherwise, including but not limited to the enforcement of the arbitral award. The decision of the arbitral tribunal shall be final and binding on both parties, and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof.

The courts in Delhi shall have exclusive jurisdiction over any matters related to this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

- 15.1 **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. This contract shall be principal to principal contract.
- 15.2 **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.
- 15.3 **Costs, Stamp Duty & Registration:** The Parties shall get this Agreement and Power of Attorney registered. The cost of registration and stamp duty payable thereon shall be borne and paid by the Developer. However, non-registration of the Agreement or Power of Attorney shall not affect or take away rights or obligations of the Parties as agreed hereunder.

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- 15.4 **Notice:** All notices and other writings to be filed, delivered or served upon the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the Parties shall be addressed as follows:

To Owner: As mentioned in the Recitals.

To Developer: As mentioned in the Recitals.

To Confirming Party: As mentioned in the Recitals.

- 15.5 **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.

- 15.6 **Force Majeure:** Notwithstanding anything contained in this Agreement, the time limits provided in this Agreement for the Developer in relation to the First Phase of the Larger Project shall not apply in case of Force Majeure Events and the said time limits shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, pandemic or due to lockdown imposed by the Government and other natural calamities; (b) war; (c) riots or terrorists attacks, sabotage, pandemic and epidemic; and or (d) the promulgation of or any amendment in any law or policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement. The Developer shall be bound to intimate the Owner in writing with respect to the above Force Majeure event prior to claiming such extension.

- 15.7 **Assignment:** The Developer shall be entitled to assign its rights under this Agreement to any of its subsidiaries, subject to permission from the Owner. However, the Owner shall not be entitled to assign its rights under this Agreement to any person/entity under any circumstances. There shall not be any change in controlling stake of the Developer or Third Party/AIPL during the currency of this Agreement without prior written consent of the Owner.

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

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15.9 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral.

15.10 Amendment: No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless it is in writing and signed by the Parties.

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 the Owner: FOR SUN INTERNATIONAL LIMITED For SUN INTERNATIONAL LIMITED  Authorised Signatory Name: Shailendra Chauhan Designation: Authorised Signatory
Signed and delivered by the Developer: FOR FLORALESSENCE PROJECTS PRIVATE LIMITED For FLORALESSENCE PROJECTS PRIVATE LIMITED  Authorised Signatory Name: Naseem Ahmad Designation: Authorised Signatory
Signed and delivered by the Confirming Party: FOR ADVANCE INDIA PROJECTS LIMITED For Advance India Projects Limited  Authorised Signatory Name: Naseem Ahmad Designation: Authorised Signatory

WITNESSES:

- 
Sunil Kumar
14450 2nd Floor
Gurgaon 122001
Gurgaon
- 
Bala Venkatesh
Bala Venkatesh
A/PZ Bala Venkatesh
Sec. 62

SCEDULE 'I'

DETAILS OF THE SAID LAND

<u>Khewat / Khatauni No.</u>	<u>Mustatil No. of Village Daulatabad</u>	<u>Kila No.</u>	<u>Total Area</u>		<u>Share</u>	<u>Area Purchased</u>	
			<u>Kanal</u>	<u>Marla</u>		<u>Kanal</u>	<u>Marla</u>
531/584	41	14	2	15	1	2	15
531/584	41	16	6	5	1	6	5
531/584	41	17	8	0	1	8	0
603/680	41	24/2	2	17	1	2	17
603/680	41	25	7	11	1	7	11
603/680	42	21	8	8	92/168	4	12
Total		6 Plots	35	16	-	32	0
						= 4.00Acres	

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ANNEXURE A

SCHEDULE FOR DEPOSIT

In consideration of the Owner providing and making available to the Developer the Said Land and granting the Development Rights of the Said Land to the Developer with right to sell, transfer, lease, and convey the Units forming part of Developer's Share comprised in Saleable Area together with right to sell, or convey, proportionate undivided right, share, interest and title in the Said Land to the prospective purchasers and receive consideration therefrom in its own name and account, subject to the terms of this agreement, the Developer has agreed to pay an interest free non-refundable security deposit of Rs. 4,00,00,000/- (Rupees Four Crore) (hereinafter referred to as "NRSD") to the Owner in the following manner and the Owner hereby duly admits and acknowledges:

The Developer has paid an amount of Rs. 4,00,00,000/- (Rupees Four Crore) to the Owner at the time of execution of this Agreement, vide cheque number 000030 dated 20-12-2024, drawn on HDFC Bank, which the Owner hereby duly admits and acknowledges; and

The payment of NRSD shall be paid by the Developer exclusive of applicable GST, if any, after deduction of withholding taxes at applicable rates as per provisions of the Income Tax Act, 1961.

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ANNEXURE 'B'
SPECIFICATIONS OF THE PROJECT

		Specification(S) of the unit
1	Living and Dinning	
	1.1 Floor	Italian/Imported Marbel
	1.2 walls	Acrylic Emulsion/Oil bound distemper
	1.3 Ceiling	Oil bound distemper
2	Bedroom	
	2.1 Floor	Laminated wooden Floor
	2.2 walls	Acrylic Emulsion/Oil bound distemper
	2.3 Ceiling	Oil bound distemper
3	Toilets (excl, utility toilets)	
	3.1 Floor	Anti-skids Tiles
	3.2 walls	Tile ellading till doorlevel
	3.3 Ceiling	Gried Ceiling
	3.4 Counters	Granite Counter
	3.5 Sanitary ware/CP Fittings	Kohler or equipment
4	Kitchen	
	4.1 Floor	Italian/Imported Marbel
	4.2 walls	Tiles'2 above counter and oil bound distemper above that
	4.3 Ceiling	Oil bound distemper
	4.4 Counters	Granite with stainless steel sink
	4.5 Kitchen Appliances	Modular Kitchen with Hob &Chimney
5	Utility	
	5.1 Floor	Tiles
	5.2 walls	Acrylic Emulsion/Oil bound distemper
	5.3 Ceiling	Oil bound distemper
6	Utility Toilet	
	6.1 Floor	Anti Skid tiles
	6.2 walls	Tile eledding
	6.3 Ceiling	Grid ceiling
7	Balconies/Varanda	
	7.1 Floor	Anti Skid finished tiles
	7.2 walls	External grade paints
	7.3 Ceiling	Oil bound distemper
	7.4 Railing	Glass railing in all balconies (excl, utility balcony) MS railing/RCC parapet in utility balcony

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8 Common Specification in unit			
	8.1	Air Contioning (Only in rooms and living/dining except utility)	VRV Highwall
	8.2	Security	Video door phone & Digital door lock
	8.3	Smart Homes Features	Smart Plug for geysers
	8.4	Main door	Door Shutter with Venner Finish
	8.5	Internal Doors	Laminated door Shutter
	8.6	External doors & Windows	Aluminium/UPVC Frame with DGU
9 Power Backup			
	9.1	2 BHK	4 KVA
	9.2	3 BHK	5 KVA
	9.3	4 BHK	7 KVA

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ANNEXURE 'C'

FORMAT OF GENERAL POWER OF ATTORNEY

POWER OF ATTORNEY

[●], company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at [●], acting through its Authorized Signatory Mr. _____, duly authorized vide Board Resolution dated _____ 2024 (hereinafter referred to as the "EXECUTANT", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns);

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Collaboration Agreement dated _____ executed by and between the EXECUTANT and **Floralessence Projects Private Limited**, a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram, Haryana, India, 122101 (hereinafter referred to as the "**Developer**").

WHEREAS:

- A. WHEREAS the EXECUTANT and its land owning entities is/are the absolute and lawful owner and in peaceful physical possession of agricultural land admeasuring [●] acres, situated in village [●], Tehsil [●], District Gurgaon, Haryana (hereinafter referred to as the "**Project Land**"), as more particularly described in the **Schedule I** written hereto and highlighted in the Plan annexed therein. The EXECUTANT got the ownership of the Project Land by virtue of the Sale Deed dated [●], bearing registration No. _____, duly registered in the office of Sub- Registrar _____, on _____.
- B. The EXECUTANT and Developer have executed a Collaboration Agreement dated _____ ("**Collaboration Agreement**") for development of Residential Group Housing Project with commercial components/any other real estate project (as the case may be) ("**Project**") on collaboration basis, on the terms and conditions mentioned therein.
- C. Under the Collaboration Agreement, the EXECUTANT has, *inter alia*, agreed to execute a power of attorney in favour of _____, 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, in the manner hereinafter appearing.

NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANT do hereby nominate, constitute and appoint _____, company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram, Haryana,

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India, 122101 (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 Collaboration Agreement:

- i. 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 Land;
- ii. To undertake development of the Project Land either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto; and
- iii. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under Applicable Laws, rules, regulations, license, orders, notifications, for and in respect of the development of the Project Land and in particular the following, viz.:
 - a. to apply for, submit and follow up the application for obtaining approvals in pursuance thereof for development of the Project Land;
 - b. to submit 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 DEVELOPER may desire;
 - c. 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);
 - d. to apply for, submit and follow up application for obtaining registration of the Project with the HRERA.
 - e. to appear and represent the OWNER before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project Land;
 - f. 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 Land;
 - g. to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the OWNER, as required from time to time in connection therewith.
- iv. 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 of the Project thereon.
- v. To carry out the construction and development of the Project and to construct, reconstruct, repair, improve upon or otherwise develop the Project Land.

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- vi. To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at its own costs, construction work on the Project Land and every part thereof in accordance with the approvals, 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.
- vii. 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 OWNER before any such authorities or persons whomsoever, as may be required by the authorities concerned from time to time with respect to the construction and development of the Project over the Project Land.
- viii. 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, licenses, no-objections and permissions for the construction and development of the Project Land.
- ix. 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 Land 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 Land and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.
- x. To attend to, to manage, look after, watch, examine and take care of the Project Land 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 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.
- xi. To apply for and obtain and receive refund of moneys paid by the Developer with respect to the Project Land in the name of the Owner and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.

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- xii. To do all marketing, publicity and advertising activities and make advance bookings and to allot the areas/units/spaces on the Project Land as per the terms of the collaboration agreement.
- xiii. To collect and receive from the allottees, acquirers, occupants, transferees or purchasers of the areas/units/spaces forming part of the Project on the Project Land, the entire allotment consideration, sale consideration, charges or price as aforesaid and also to receive and collect or demand the and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts for the units forming part of the Project.
- xiv. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the areas/units/spaces/ forming part of the Project on the Project Land and also to execute and sign the allotment letters and agreement to sell for the areas/units/spaces of the Project on the Project Land in favour of prospective allottee(s)/ transferees, as the Developer may deem fit within the terms of the Collaboration Agreement.
- xv. To manage and maintain the Project Land and/or areas/units/spaces on the Project Land either on its own or through any maintenance agency and to fix such maintenance charges as may be deemed expedient by the Developer or the maintenance agency as per the prevailing market practices.
- xvi. To sell, transfer and dispose off the areas/units/spaces of the Project on the Project Land together with proportionate undivided right, share, interest and title in the Project Land.
- xvii. To execute and sign sale, allotment, conveyance and transfer deeds/ agreements for sale, sale, conveyance and/or transfer of the areas/units/spaces forming part of the Project on the Project Land together with proportionate undivided right, share, interest and title in the Project Land in favour of prospective allottee(s)/ transferees.
- xviii. 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 Developer for the execution, stamping and/or registration of all writings/deeds/documents for registration of sale /transfer, as the case may be, of the Saleable Areas/Units/spaces of the Project on the Project Land in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, conveyances or other instruments referred hereinabove.
- xix. To give formal/physical possession of the areas/units/spaces on the Project Land to the prospective allottee(s)/ transferee(s).
- xx. If required, upon receipt of Occupancy Certificate, to take all necessary steps for the registration of a company, society, association, etc., of the owners and other occupants of areas/units/spaces /plots on the Project Land, 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.

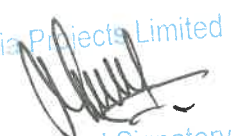
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- xxi. To join the Project Land with other land parcels to get the required licenses/ approvals for the Project and/ or Larger Project.
- xxii. To bear and pay all taxes, cess, charges, levies and any other outgoings payable for the Project Land in pursuance of this Agreement.
- xxiii. To make payments of any fees/charges on behalf of the Owner for obtaining any approvals.
- xxiv. 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 in terms of Applicable Laws.
- xxv. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Land 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.
- xxvi. 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.
- xxvii. 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 Developer shall be advised or thinks proper with respect to the Project Land.
- xxviii. To do any and/or all such other acts, deeds, matters and things which the Developer think necessary and expedient for the purposes mentioned above in respect of the Project Land.
- xxix. To mortgage Project Land by way of equitable mortgage (mortgage by deposit of title deeds) for general corporate purpose and/or for the purpose of construction and development of the Project and execute and register necessary documents in this regard.
- xxx. After receipt of entire sale proceeds of the units forming part of the Owners Share by the Owner, in terms of the Agreement, the Developer shall have the right to transfer the Project

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Land or part thereof in its or its nominee's favour and to execute agreements/sale deed/ conveyance deed/ exchange deed or similar documents and to appear before the office of concerned sub registrar to get the said documents duly registered.

- xxxi. 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.

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 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 does hereby agree and confirm that this Power of Attorney is granted for consideration, the receipt and sufficiency of which the Executants do hereby acknowledge, and as such shall to this intent and purpose be governed by the provisions of Section 202 of the Indian Contract Act, 1882.

And, a certificate issued by the Attorney that it has delegated the powers hereunder to the Substituted Attorney shall be final and binding on the EXECUTANT.

IN WITNESS WHEREOF, the EXECUTANT has set their hand to this writing at Gurgaon Haryana on this _____ day of _____.

Signed, Sealed and Delivered By EXECUTANT

[•]

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Accepted by the ATTORNEY

Through Mr. [•]

[Designation]

For [•]

WITNESSES:

1.

SONAM SINGH

14/5C 2nd Floor Gurgaon 123

2.

Chaudhary

Balekumari Pandey
AIPL Birla Center
Sec. 62

For Advance India Projects Limited

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DRAFTED BY

J.P. SHARMA
Advocate

Distt. Court, Gurugram

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 11/01/2025

Certificate No. G0K2025A1038



GRN No. 126449648



Stamp Duty Paid : ₹ 1188500
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Babbler Projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club golf course extrn

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 96*****61



Buyer / Second Party Detail

Name : Floralessence Projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club golf course extrn

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 90*****96

Purpose : Collaboration Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



*This stamp paper forms integral
part of Collaboration Agreement.*

For Babbler Projects Private Limited

Authorised Signatory

For FLORALESSENCE PROJECTS PRIVATE LIMITED

Authorised Signatory

प्रलेख नः14556

दिनांक:17-01-2025

डीड संबंधी विवरण

डीड का नाम **COLLABORATION
AGREEMENT**

तहसील/सब-तहसील **कादीपुर**

गांव/शहर **दौलताबाद**

धन संबंधी विवरण

राशि 59400000 रुपये

स्टाम्प ड्यूटी की राशि 1188000 रुपये

स्टाम्प नं : G0K2025A1038

स्टाम्प की राशि 1188500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

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Drafted By: JP SHARMA ADV

Service Charge:0

यह प्रलेख आज दिनांक 17-01-2025 दिन शुक्रवार समय 1:55:00 PM बजे श्री/श्रीमती /कुमारी

बब्लर प्रोजेक्ट्स प्रा० लि० रजि० आफिस AIPL business club 5th floor sector-62, Gurugram thru NASEEM
AHMADOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

For Babbler Projects Private Limited

Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

बब्लर प्रोजेक्ट्स प्रा० लि० रजि० आफिस AIPL business club 5th floor sector-62, Gurugram

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी FLORALESSANCE PROJECTS PVT LTD thru MANISH DAHIYAOTHER हाजिर
हैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NITISH KUMAR पिता . निवासी GGM व
श्री/श्रीमती /कुमारी PREM RANJAN KUMAR पिता .

निवासी GGM ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is executed at **Gurugram, Haryana** on this 31st December 2024 ("**Execution Date**"):

BETWEEN

Babbler Projects Private Limited (CIN: U45400HR2008PTC080248), a company incorporated under the laws of India, having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram - 122101, having Pan No.AADCB3526G, acting through its Authorized Signatory Mr. Naseem Ahmad (Aadhar No.2280 4076 1641) son of Late Shri Bundu Ali resident of H-16/73, Third Floor, Gali No.16, Sangam Vihar, New Delhi-110080, duly authorized vide Board Resolution dated 13th December 2024 (hereinafter referred to as the "**OWNER**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **FIRST PART**;

AND

Floralessence Projects Private Limited, (CIN: U68100HR2024PTC124290) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram – 122101, having Pan No. AAGCF0415P acting through its authorized signatory Sh. Manish Dahiya (Aadhar No. 8289 1743 8214) son of Sh. Rajender Singh Dahiya resident of H.No.3 Ward No. 26, near Amar Enclave, New Mission Colony, Sonipat, Haryana, duly authorized vide Board Resolution dated 16th December 2024 (hereinafter referred to as the "**DEVELOPER**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **SECOND PART**.

The OWNER and the DEVELOPER may hereinafter collectively refer to as the "**Parties**" and individually referred to as the "**Party**".

WHEREAS:

- A. The OWNER is the sole, absolute and lawful owner and in peaceful physical possession of **agricultural land admeasuring 0.50 acres, situated in Village Daultabad, Tehsil Kadipur, District Gurugram, Sector-103, Haryana** (hereinafter referred to as the "**Project Land**"), as more particularly described in the **Annexure-A** hereto. The OWNER got the ownership of the Project Land by virtue of Sale Deed dated **30-Aug-2024**, bearing registration No. **7474**, duly registered in the office of Sub- Registrar **Kadipur**, on **30-Aug-2024**.

For Babbler Projects Private Limited


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For FLORALESSENCE PROJECTS PRIVATE LIMITED


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Reg. No.

Reg. Year

Book No.

14556

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru NASEEM AHMAD OTHER बबलर प्रोजेक्ट्स प्रा० लि० रजि० आफिस AIPL
business club 5th floor sector-62, Gurugram

दावेदार :- thru MANISH DAHIYA OTHER FLORALESSENCE PROJECTS PVT
LTD

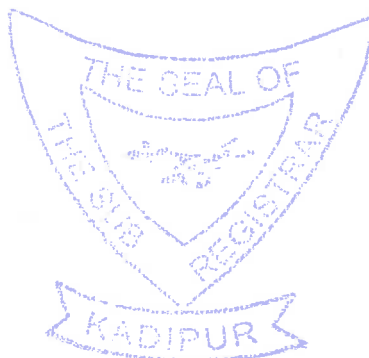
गवाह 1 :- NITISH KUMAR

गवाह 2 :- PREM RANJAN KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14556 आज दिनांक 17-01-2025 को बही नं 1 जिल्द नं 303 के पृष्ठ नं 60 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2665 के पृष्ठ संख्या 9 से 12 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-01-2025



उप/सयुक्त पंजीयन अधिकारी कादीपुर

- B. The DEVELOPER is engaged in the business of development of real estate projects in India.
- C. The OWNER represents that the Project Land is free from any charges, lien, encumbrances, litigations, notifications, etc. and the OWNER has perfect and legal title to the Project Land and is fully entitled in law to deal with the same.
- D. The OWNER has approached the DEVELOPER for development of a Group Housing Project in the sector where the Project Land is located with commercial components /any other real estate project (as the case may be) ("**Project**") on collaboration basis. The DEVELOPER is also keen to undertake the conceptualization, promotion, construction and development of the Project over the Project Land.
- E. The DEVELOPER, after negotiations at various meetings and based on the representations and warranties of the OWNER arrived at an understanding for development of the said Project on the Project Land on the terms and conditions as set out hereunder.
- F. The Parties are executing the present Agreement to record the detailed terms and conditions agreed between them for development of the Project on the Project Land and their respective rights and obligations therein.

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

1. That the subject matter of this Agreement between the OWNER and the DEVELOPER is the Project Land and utilizing the same for construction and development of the Project by the DEVELOPER.
2. That the DEVELOPER undertakes to develop the said Project, at its own costs and expenses, and with its own resources after procuring / obtaining all the requisite licenses, permissions, sanctions and approvals from the competent authorities/government authorities. The OWNER agrees and undertakes, in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the Project Land and to irrevocably vest in it all the authority of the OWNER as may be necessary at the discretion of the DEVELOPER for obtaining the requisite license, permissions, sanctions and approvals for development, construction and completion of the proposed Project on the Project Land. All expenses involved in obtaining licenses, clearances, permissions or sanctions from the concerned authorities as well as raising the construction thereon for the Project shall be incurred and paid by the DEVELOPER.

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3. The “**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 Execution Date or at any time thereafter including but not limited to Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules, 2017 (collectively referred to as “**RERA**”).
4. That the approved building plans of the Project (“**Building Plan**”) shall be obtained by the DEVELOPER in accordance with conformity with the zonal plan and the rules and bye-laws of the Director, Town and Country Planning, Haryana (“**DTCP**”), and/or any other competent authority as may be prescribed /applicable pertaining to the Project Land.
5. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Project and get them approved / sanctioned from the competent authority(ies). The DEVELOPER shall apply to DTCP /Urban Bodies Department and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the construction and development of the Project on the Project Land in accordance with applicable zonal plans.
6. The Parties agree that all documents, material and statements provided by the OWNER at the time of execution of this Agreement as well as at the time of due diligence have been considered as a material representation made by the OWNER to the DEVELOPER based on which the DEVELOPER has decided to acquire the development rights of the Project and to invest in and participate in the development of the Project on the Project Land. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the OWNER shall rectify and remove such defects at its own cost and expenses. In addition, the OWNER shall indemnify the DEVELOPER against all losses incurred by them due to any such defect in the title of the Project Land.
7. That the entire amount required for the cost of construction of the said Project including the charges and fees of the architect(s), preparation of plans, all other statutory fees and charges incidentals including External Development Charges, Internal Development Charges, security fees, license fees, conversion charges, electricity and water, security charges, any type of renewal charges, payable to the government and/or any other authority for the provision of peripheral or external services to the Project Land including any fire-fighting equipment /

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arrangements, as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER. The DEVELOPER shall have the sole discretion to decide the specifications of the Project.

8. That this Agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the Project on the Project Land in accordance with the terms of this Agreement or dispose of the whole Project or any parts thereof with proportionate share in the Project Land underneath the said Project and also the right to use the common areas and common facilities. The OWNER shall grant an irrevocable registered general power of attorney ("GPA") to the DEVELOPER for obtaining permission for change of land use, procuring license, for getting site plan sanctioned and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and development on the Project Land, including obtaining the registration of the Project under RERA, to sell and transfer the Saleable Area and to create mortgage on the Project Land. The General Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this Agreement and to sell/transfer/lease/let out the constructed/unconstructed and/or developed/undeveloped portions of the Project. The GPA shall also authorize the DEVELOPER to exercise all its rights under this Agreement.
9. The original title deeds of the Project Land including the Sale Deeds and Jamabandis shall be deposited with the DEVELOPER simultaneously with execution of this Agreement.
10. The scope of development of the Project Land includes planning, designing, construction and development of residential/commercial flats/units on the Project Land with all incidental and related facilities and amenities solely at the cost of the DEVELOPER.
11. The DEVELOPER shall obtain all the approvals including but not limited to LoI and License for the Project at its own cost and expense. The OWNER shall, however, co-operate and execute and forthwith sign relevant documents in the course of obtaining such approvals, as may be required by the OWNER.
12. The Developer shall obtain registration of the Project under RERA and if required the Owner shall be register itself as a co-promoter for the Project.
13. That in case any amount / fees deposited by the DEVELOPER with the government authority or any other authority in terms of this Agreement, is refunded to OWNER, the same shall be returned to the DEVELOPER within 15 (fifteen) days of the receipt of the same and in the event of any delay beyond this period, the OWNER shall pay an interest @ 18% per annum on the amounts so received to the DEVELOPER.

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14. That the OWNER has handed over actual physical and vacant possession of the Project Land to the DEVELOPER at the spot for promotion, development and construction of the Project and hereby grant to the DEVELOPER and its representatives an irrevocable right to enter into the Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to (i) the construction and development of the Project; and (ii) marketing, lease and sale of the Project. The OWNER acknowledges that, based on the assurances, representation and warranties granted by the OWNER under this Agreement, the DEVELOPER shall incur substantial expenditure for the construction and development on the Project Land and the OWNER shall not rescind or cancel the rights so granted to the DEVELOPER under any circumstances. The OWNER hereby confirms and agrees that this Agreement shall be irrevocable at all times.
15. The DEVELOPER shall start the development work after grant of requisite license permission/ sanctions/ approvals and shall complete the development of the Project within 72 (seventy-two) months from the date of receipt of RERA registration certificate of the Project from the Haryana Real Estate Regulatory Authority (“**HRERA**”), subject to a grace period of 6 (six) months or within such further time and on such terms and condition as may be mutually decided by the Parties (hereinafter referred to as (“**Project Completion Date**”). If the non-completion of the Project is the result of any force majeure event, the DEVELOPER shall be entitled to extension of time for completing the said Project. The DEVELOPER may develop the Project in multiple phases.
16. The OWNER shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction and development of the Project by the DEVELOPER in any manner. The OWNER shall not create any hindrance or obstruction in marketing, booking, allotment, sale or leasing of the Saleable Area/units/flats/shops in the Project. The DEVELOPER shall exclusively be entitled in its sole discretion to book, allot, sale/ lease of the units /Saleable Area forming part of the Project, and to enter into agreement to sell/ lease with prospective purchasers for transfer of the same together with proportionate, undivided right, share, interest and title in the Project Land. The OWNER shall always be deemed to have confirmed every agreement to sell executed by the Developer pursuant to this Agreement, for transfer of undivided proportionate right, share, interest and title in the Project Land.
17. That, towards the contribution of the Project Land by the OWNER for execution of the Project and granting the development rights to the DEVELOPER for development of the Project Land and the DEVELOPER bearing the costs, expenses and responsibility of execution of the Project including discharge of the respective obligations by the Parties under this Agreement, the OWNER shall be entitled to receive 5% of the Distributable Revenue of the Project (“**Owner’s Share**”). The balance Distributable Revenue of the Project shall belong solely to the Developer (“**Developer’s Share**”). And, also the Developer has agreed to pay an

interest free refundable security deposit of Rs.25,00,000/- (Rupees Twenty Five lakh Only) (hereinafter referred to as **"RSD"**) to the Owner in the manner as prescribed in **Schedule 1** which the Owner hereby duly admits and acknowledges. The payment of RSD shall be paid by the Developer after deduction of withholding taxes at applicable rates as per provisions of the Income Tax Act, 1961.

"Distributable Revenue" shall mean all monies, cash flows, receipts and receivables by whatever name called, generated from the purchasers, pursuant to an allotment in their favour or sale or transfer/assignment or lease of the Saleable Area in the Project to such end purchasers and shall include (but not be limited to) sale consideration, and facility service charges and/ or any advance thereof (inclusive of all common areas and facilities), car parking spaces, preferential location charges and all other proceeds realized from the customers or purchasers including cancellation charges or damages, interest on delayed payment of installments, transfer fee or assignment charges collected from the customers or purchasers of the Saleable Area of the Project. However, the term 'Distributable Revenue' shall exclude the following:

- (i) goods and service tax, value added tax and other applicable indirect taxes recovered from the customers in relation to the Project;
- (ii) revenues, charges, cesses and levies which are of an onward nature payable to a governmental authority, or any other charges which are pass through in nature including amounts payable to the maintenance agency or apartment owners association;
- (iii) maintenance/management charges and other recurring and utility which are in the nature of onward payment to the amenities management agency for the maintenance of the common areas and facilities including but not limited to maintenance security deposits or any other refundable deposits, taxes, administrative charges, stamp duty and registration fee;
and
- (iv) other fees and charges which are in the nature of onward payment to amenities management agency or any other third party.

"Saleable Area" shall mean and include in relation to the Project, area constructed and developed, including but not limited to the units, residential development, commercial component, built-up area of in the Project.

18. The RSD shall always remain interest free and shall be refunded to the Developer within 30 (thirty) days of the Project Completion Date.
19. The payment of the Owner's Share shall be subject to deduction of tax at source. Any GST/indirect tax applicable on the Owner's Share shall be borne by the Owner.

For Babbler Projects Private Limited


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20. Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961. Any indirect taxes, charges, impositions, levies, duties etc. and other government levied tax, including but not limited to GST that are imposed and / or becomes applicable and/or become payable on transfer of development rights herein in favour of the Developer shall be paid and borne by the Owner.
21. That all the sale proceeds, revenue, etc. generated from the marketing, sale, lease, license of the Project shall be deposited in the bank accounts of the Project, as per the provisions of RERA. The said bank accounts of the Project shall be solely operated by the DEVELOPER.
22. If the floor area ratio (FAR) of the Project is increased under the rules and regulations of DTCP/Haryana Government, additional expenses for raising construction against increased FAR shall be borne by the DEVELOPER. The DEVELOPER shall also be entitled to appropriate entire revenue generated from the additional area constructed against increased FAR, with complete exclusion of the OWNER. The cost of sanction of the increased FAR and development thereof shall be incurred and borne by the DEVELOPER.
23. That the DEVELOPER shall be at liberty to obtain booking in the Project or to accept any money from general public after obtaining RERA Registration of the Project. The Parties have further agreed that DEVELOPER shall be entitled to sell/transfer/lease or let out the Saleable Area of the Project in the Project, to such customers/purchasers as it may deem fit, provided that it shall not make any transfer contrary to the rules prescribed by DTCP or RERA.
24. That all the levies, amounts, liabilities, charges, rates, cesses and taxes due and payable in respect of the Project Land up to the date of this Agreement, whether prospectively or retrospectively, shall be the exclusive liability of the OWNER and thereafter all such taxes and charges shall be borne and paid by the Developer.
25. That the OWNER covenants with the DEVELOPER that it shall apply and provide all documentary evidence and support as may be required to be submitted to DTCP and /or such other authority concerned with the matter, and further the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
26. The OWNER shall keep title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto. The OWNER further undertakes and assures that they and/or any other person(s) claiming under

them shall not, in any way, transfer, encumber, mortgage or part with its rights, titles or interests in the Project Land or create any sort of lien or charge or encumbrance on the Project Land (save and except as requested by the DEVELOPER) or create any hindrance or obstruction in the development of the Project, under any circumstances.

27. The OWNER hereby gives its express consent to the DEVELOPER to borrow or raise any loan or funds from Banks/financial institutions or a third party against the security/charge/mortgage of the Project Land, Developer's Share and/or the development rights herein granted to the Developer. However, the cost for raising the said finance shall be borne by the DEVELOPER. The loan to be taken by the DEVELOPER shall be utilized for general corporate purposes, including development of the said Project by the DEVELOPER. The OWNER shall also provide its guarantee and pledge of shareholding to avails such funding. For the said purpose, the OWNER agrees and undertakes to sign or register any document and provide no objection certificate or Title Deeds as may be required by the DEVELOPER for creating a mortgage, equitable or otherwise.
28. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER.
29. It has been agreed between the Parties that the Developer has the absolute discretion to join the Project Land with its own land and/ or any other adjoining land parcel to get the required licenses/ approvals for the Project and/ or to better the layout plan. The Developer ensures and undertakes that the Owner's Distributable Revenue in the Project remains intact, and the Developer shall abide by the terms and conditions as mentioned under this Agreement.
30. The Developer shall be responsible for compliance of all terms and conditions of License/provisions of Act No. 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP Haryana, whichever is earlier.
31. That the present Collaboration Agreement shall be irrevocable and no condition of the same can be revoked or altered without the prior permission of the Director, Town and Country Planning, Haryana and/ or RERA Authority, Panchkula.

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32. The Developer shall complete the New Project within the stipulated time period as per the applicable laws.
33. There must not be any timeline clauses wrt project completion.
34. The OWNER and the DEVELOPER hereby agree that the aforesaid rights and entitlements of the DEVELOPER cannot be terminated or cancelled.
35. That the common areas of the said Project shall be maintained by the DEVELOPER or a professional maintenance company appointed by the DEVELOPER. The necessary maintenance charges shall be paid by the owners/occupants of the Project.
36. The Project shall be named and branded by the DEVELOPER at its sole discretion.
37. The OWNERS hereby represents and warrants as follows:
- a) The OWNER is the sole, lawful and absolute owner and in vacant, peaceful and physical possession of the Project Land, with all rights appurtenant thereto.
 - b) The Project Land is clear from all defects in title/ ownership. The OWNER has the clear and marketable title of the Project Land.
 - c) The Project Land is free from all encroachments and encumbrances whatsoever.
 - d) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and/or the OWNER.
 - e) The OWNER is in peaceful possession and enjoyment of the Project Land and there are no tenants, occupants or squatters on the Project Land.
 - f) There is no action or inaction which could render the transactions contemplated by this Agreement as void/ unenforceable or untenable under law.
 - g) No other person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Project Land and the OWNER is absolutely entitled to deal with the Project Land as it deems fit.
 - h) The OWNER has not entered into any agreement(s) for sale, lease or alienation in any manner whatsoever or any other arrangement(s) for development or otherwise of the Project Land with any other person(s), nor has the Owner issued any power(s) of

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attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Project Land in any manner howsoever.

- i) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. Further, the Project Land is not subject to any attachment by any government authority or lender or creditor or other person, including any revenue authority.
- j) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the OWNER is not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, government authority or regulatory body, in relation to the Project Land.
- k) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the OWNER at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement, or which may result in any material impairment of ability of the OWNER to perform its obligations under this Agreement.
- l) OWNER has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- m) The OWNER shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).

38. The OWNER and the DEVELOPER hereby represent and warrant to each other that:

- i. Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.

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- 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 Parties.
 - iii. This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party 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 properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
39. The OWNER agrees and undertakes to indemnify and hold harmless the DEVELOPER, its officers, employees, shareholders, directors and affiliates from actual 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 defect in the title of the OWNER to the Project Land or any breach of the provisions / representations of this Agreement by the OWNER or any misrepresentation by the OWNER.
40. That this Agreement is not and shall not however be deemed or construed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
41. That the Parties hereto have agreed and undertaken to perform their part of the Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
42. That this Agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
43. **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
44. **Force Majeure:** The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party and the said time limits

shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic, pandemic; (d) the promulgation of or any amendment in any law or policy of the government authority which prevents the construction and development to proceed as agreed in this Agreement; (e) any defect in the title of the Project Land; or (f) any other event or circumstance analogous to the foregoing.

45. This Agreement shall be irrevocable and shall not be terminated by either of the Party.
46. That this Agreement overrides and supersedes all prior discussions and correspondence between the Parties and contains the entire agreement between them save except to the extent mentioned herein. No changes, modifications or alterations to this agreement shall be carried out without the written consent of the Parties thereto.
47. That in pursuance of the due performance of the obligations and the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators and assigns.
48. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
49. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
50. If the Parties fails to resolve any dispute or claim mutually and amicably, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, the Parties shall mutually appoint a sole arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/modification thereof. All arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be Gurugram, Haryana. 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.

For Babbler Projects Private Limited


Authorised Signatory

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Authorised Signatory

51. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have exclusive jurisdiction in all matters arising out of touching and/or concerning this transaction.
52. This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
53. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the DEVELOPER.
54. That this Agreement has been prepared in duplicate with original signatures' of both the Parties and attesting witnesses and one set has been kept by each party in original.
55. This Agreement is irrevocable and no modification/alteration etc. in the terms and conditions of this Agreement can be undertaken except after obtaining prior approval of DTCP, Haryana.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first mentioned above.

WITNESSES

1. *Nitish Kumar*
496 Denev Vinage
New Delhi

2. *Prem Ranjan Kr.*
Chattarpur, Delhi

DRAFTED BY

2

J.P.SHARMA
Advocate
Distt. Court, Gurugram

FOR OWNER

Babbler Projects Private Limited

For Babbler Projects Private Limited

[Signature]
Authorised Signatory

FOR DEVELOPER

Floralessence Projects Private Limited

For FLORALESSENCE PROJECTS PRIVATE LIMITED

[Signature]
Authorised Signatory

ANNEXURE-A

DETAILED DESCRIPTION OF THE PROJECT LAND

Khewat/ Khatoni No.	Mustatil No.	Kila No.	Total Area			Share	Area Purchased		
			Kanal	Marla	Sarsai		Kanal	Marla	Sarsai
765/856	51	1/1	4	0	0	1	4	0	0
		Kita 1					4	0	0
Total							0.50 Acres		

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SCHEDULE 1
SCHEDULE FOR DEPOSIT

In consideration of the Owner providing and making available to the Developer the Project Land and granting the Development Rights of the Project Land to the Developer with right to sell, transfer, lease, and convey the Project together with right to sell, or convey, proportionate undivided right, share, interest and title in the Project Land to the prospective purchasers and receive consideration therefrom in its own name and account, subject to the terms of this agreement, the Developer has agreed to pay an interest free refundable security deposit of Rs. 25,00,000- (Rupees Twenty Five Lakh Only) (hereinafter referred to as “RSD”) to the Owner in the following manner:

The Developer has paid an amount of Rs.25,00,000/- (Rupees Twenty Five Lakh Only) to the Owner **Babbler Projects Private Limited** at the time of execution of this Agreement, vide the Cheque dated 30-12-2024, bearing No.000034, drawn on HDFC Bank, which the Owner hereby duly admits and acknowledges.

For Babbler Projects Private Limited

Authorised Signatory

For FLORAESSENCE PROJECTS PRIVATE LIMITED

Authorised Signatory

