



Certificate No. GFF2023L69

Stamp Duty Paid : ₹ 594000
(Rs. Only)

GRN No. 110092987



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Adishwar real estate pvt ltd

H.No/Floor : C4

Sector/Ward : Na

LandMark : 1st floor malviya nagar

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 88*****81

Others : Vishwas propbuild pvt ltd, coral buildhome pvt ltd, success propbuild pvt ltd,

**Buyer / Second Party Detail**

Name : Aar housing pvt ltd

H.No/Floor : 14a/36

Sector/Ward : Na

LandMark : Wea karol bagh

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 88*****81

Purpose : COLLABORATION AGREEMENT

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

Type of Deed : Collaboration Agreement
 Name of Village : Khaika, Tehsil- Sohna, Gurugram
 Type of Land : Freehold Land
 Area : 1.5 Acres
 Stamp Duty : Rs. 5,94,000/-
 Stamp No./Date : GRN No. 110092987 dated 06-12-2023

This Collaboration Agreement (this "Agreement") is made at Gurugram, Haryana on this 11th day of December, 2023 ("Execution Date"):

For Adishwar Real Estate Pvt. Ltd. Director/ Auth. Signatory	For Vishwas Propbuild Pvt. Ltd. Director/ Auth. Signatory	Coral Buildhome Pvt. Ltd. For Coral Buildhome Pvt. Ltd. Director/ Auth. Signatory
Success Propbuild Pvt. Ltd. For Success Propbuild Pvt. Ltd. Director / Authorized Signatory	Faith Buildhome Pvt. Ltd. For Faith Buildhome Pvt. Ltd. Director/ Auth. Signatory	Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd. Authorized Signatory

प्रलेख न:11827

दिनांक:12-12-2023

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	COLLABORATION
तहसील/सब-तहसील	सोहना
गांव/शहर	Khaika

धन संबंधी विवरण		
राशि 29700000 रुपये	स्टाम्प ड्यूटी की राशि 594000 रुपये	
स्टाम्प नं : GFF2023L69	स्टाम्प की राशि 594000 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:107367962	पेस्टिंग शुल्क 0 रुपये
Drafted By: SANDEEP YADVA ADV	Service Charge:0	

यह प्रलेख आज दिनांक 12-12-2023 दिन मंगलवार समय 4:37:00 PM बजे श्री/श्रीमती /कुमारी
मैसर्ज सक्सेस प्रोपबिल्ड प्रा.लि. मैसर्ज विश्वास प्रोपबिल्ड प्रा.लि. मैसर्ज कोरल बिल्डहोम प्रा.लि. मै0 आदेश्वर रियल
इस्टेट प्रा0 लि0 निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (सोहना)

हस्ताक्षर प्रस्तुतकर्ता

मैसर्ज सक्सेस प्रोपबिल्ड प्रा.लि. मैसर्ज विश्वास प्रोपबिल्ड प्रा.लि. मैसर्ज कोरल बिल्डहोम प्रा.लि. मै0 आदेश्वर रियल इस्टेट
प्रा0 लि0

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी AAR HOUSING P LTD thru RAKESH KUMAR OTHER हाजिर है। प्रतुत प्रलेख
के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SANDEEP YADAV पिता . निवासी ADV
GGN व श्री/श्रीमती /कुमारी MOHD FAROOQUE KHAN पिता NOOR MOHAMMAD
निवासी KHANPUR GHATI ने की।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।



AMONGST

Adishwar Real Estate Private Limited, a company duly incorporated under the Companies Act, 1956 having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017 through its Authorized Signatory, **Mr. Virender Singh**, duly authorized by Board of Directors (hereinafter referred to as the "**Adishwar**", which expression shall unless repugnant to the context includes its successors and assigns) of the **FIRST PART**;

AND

Vishwas Propbuild Private Limited, a company duly incorporated under the Companies Act, 1956 having its registered office at 305, Kanchan House, Karampura Commercial Complex, New Delhi -15, through its Authorized Signatory, **Mr. Virender Singh**, duly authorized by Board of Directors (hereinafter referred to as the "**Vishwas**", which expression shall unless repugnant to the context includes its successors and assigns) of the **SECOND PART**;

AND

Coral Buildhome Private Limited, a company duly incorporated under the Companies Act, 1956 having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017 through its Authorized Signatory, **Mr. Virender Singh**, duly authorized by Board of Directors (hereinafter referred to as the "**Coral**", which expression shall unless repugnant to the context includes its successors and assigns) of the **THIRD PART**;

AND




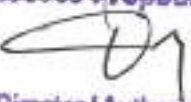
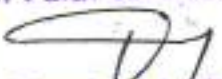

Success Propbuild Private Limited, a company duly incorporated under the Companies Act, 1956 having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017, through its Authorized Signatory, **Mr. Virender Singh**, duly authorized by Board of Directors (hereinafter referred to as the "**Success**", which expression shall unless repugnant to the context includes its successors and assigns) of the **FOURTH PART**;

AND

Faith Buildtech Private Limited, a company duly incorporated under the Companies Act, 1956 having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017 through its Authorized Signatory, **Mr. Virender Singh**, duly authorized by Board of Directors (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context includes its successors and assigns) of the **FIFTH PART**;

AND

Aar Housing Private Limited, a company existing under the Companies Act, 1956 and having its registered office at 14A/36, W.E.A, Karol Bagh, New Delhi, through its Authorized Signatory, **Mr. Rakesh Kumar**, (hereinafter referred to as "**AAR**", which expression shall mean and include its respective legal heirs, successors, legal representatives, administrators, executors, nominees and permitted assigns, etc.) of the **SIXTH PART**.

<p>Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.</p>  <p>Director / Auth. Signatory</p>	<p>Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director / Auth. Signatory</p>	<p>Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.</p>  <p>Director / Auth. Signatory</p>
<p>Success Propbuild Pvt. Ltd. For Success Propbuild Pvt. Ltd.</p>  <p>Director / Authorised Signatory</p>	<p>Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.</p>  <p>Director / Auth. Signatory</p>	<p>Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>

Reg. No.

Reg. Year

Book No.

11827

2023-2024

1



पेशकर्ता



दावेदार



गवाह

उप पंजीयन अधिकारी SDM
Sohna

पेशकर्ता :- मैसर्ज सक्सेस प्रोपबिल्ड प्रा.लि. मैसर्ज विश्वास प्रोपबिल्ड प्रा.लि. मैसर्ज कोरल
बिल्डहोम प्रा.लि. मै0 आदेश्वर रियल इस्टेट प्रा0 लि0 Adhar Virender Singh

दावेदार :- thru RAKESH KUMAROTHEARAAR HOUSING P
LTD Rakesh

गवाह 1 :- SANDEEP YADAV Sandeep

गवाह 2 :- MOHD FAROOQUE KHAN Mohd Farooque Khan

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11827 आज दिनांक 12-12-2023 को बही नं 1 जिल्द नं 3 के पृष्ठ नं 40.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 59 के पृष्ठ संख्या 49 से 51 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा भरे सामने किये हैं।

दिनांक 12-12-2023.



उप पंजीयन अधिकारी SDM Sohna





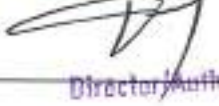

Adishwar, Vishwas, Coral, Success are collectively called the "Land Owners"; Land Owners, Company and AAR are individually referred to as "Party" and collectively as "Parties".

WHEREAS :

- A) The Land Owners are the recorded legal owners of the pieces and parcels of land admeasuring 1.5 Acres falling in Sector-4, Village Khaika, Tehsil-Sohna, Distt. Gurugram, Haryana and as detailed (along with ownership details) in **Schedule-IA** written hereunder and delineated / shaded in green color in the Sajra plan annexed herewith as **Schedule II** (hereinafter referred to as "Said Land").
- B) AAR is the recorded legal owner of the pieces and parcels of land admeasuring 3.25 Acres falling in Sector-4, Village Khaika, Tehsil-Sohna, Distt. Gurugram, Haryana and as detailed (along with ownership details) in **Schedule-IB** (hereinafter referred to as "Other Land")
- B) AAR proposes to apply to DTCP for developing a plotted colony under the Licence under the Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy 2016 of Government of Haryana (such licence is called the "DDJAY Licence" and such policy is called the "DDJAY Policy") and/or under Affordable housing Policy 2013 and/or Group Housing Colony, certain lands parcels adjacent to the Said Land.
- C) AAR & its principal and other associate group companies have requisite experience and resources in developing Residential projects. The Parties have decided to approach the requisite authority to obtain a license under the Haryana Development & Regulation of Urban Areas Act, 1975 (**HUDRA Act**) and develop the Said Land into a Residential colony/Project. The AAR & its associate companies also own substantial land adjoining the Said Land and the AAR has proposed to the Land Owners/ Company to develop the Said Land as per below mentioned mutually accepted terms & conditions.
- D) AAR, after making all inquiries and examination of records based on information and documents furnished by the Land Owners and Company relating to the Said Land, has approached the Company and the Land Owners stating that it is desirous to conceptualize, promote, construct and develop the Said Land along with the Other Land.
- E) The Said Land have fully developed trunk infrastructure i.e. roads, water supply pipeline, street lighting, storm water drain and sewage pipelines, till the boundary of the Said Land and that the Said Land are situated on the sector road.

NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed, declared, covenanted and recorded by and AMONGST the Parties as under: -

1. APPLICATION FOR LICENSE

<p>Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.</p>  <p>Director/Authorized Signatory Success Propbuild Pvt. Ltd.</p>	<p>Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/Authorized Signatory Faith Buildtech Pvt.Ltd.</p>	<p>Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.</p>  <p>Director/Authorized Signatory Aar Housing Pvt. Ltd.</p>
<p>For Success Propbuild Pvt. Ltd.</p>  <p>Director/Authorized Signatory</p>	<p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/Authorized Signatory</p>	<p>For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



- 1.1 That the AAR shall take all steps and do all acts deeds and things, in a lawful manner, shall apply for license for the Said Land along with Other Land. The Said Land and Other Land (admeasuring 4.75 Acres) are jointly referred to as the "Project Land".
- 1.2 That the Land Owners with Company will also sign applications for all the statutory approvals/License under the DDJAY Policy/Affordable Housing Policy/Group Housing Colony that may be required.
- 1.3 That, Parties shall file necessary documents/applications for change in Beneficial Interest AAR (COD) under the DTCP policy dated February 18, 2015 ("BIP Policy"), and recognizing AAR as the developer of Project Land including the Said Land, if required.
- 1.4 The Land Owners i.e. the land holding companies represent and warrant that:
- Their respective holdings in the Said Land are duly recorded in the land revenue records and duly mutated in their respective names and is free from trespassers, structures, transformers, squatters, place(s) of worship.
 - There are no disputes, actions, claims or demands from any owner or occupant of adjoining or neighboring land with respect to any easement, right or means of access to the Said Land or its use and occupation or in relation to any neighboring property or its use or occupation, nor are the Parties aware of any circumstance that may to the same and no notices affecting the Said Land has been given or received.
 - That they shall not undertake any activity, which is in any manner detrimental for the development and or construction over the Said Land.
2. That the Land Owners / Company are aware that AAR is proceeding to enter into the instant contract solely with the objective of conceptualizing, promoting, construction and implementing the Project over the Said Land and Other Land under the DDJAY Policy/Affordable Housing Policy/Group Housing Colony, except development of internal roads, laying of water and sewage pipelines and electrical cabling, street lighting, etc. in terms of the approved zoning/layout plans and service plans, etc. over the Said Land, which are herein referred to as "Company Infra Works"., which shall be carried by the Company at their cost and expense. The full scope of Company's Infra Works shall be mutually decided between the Parties at the time of finalization of site/layout plan for the Project. All costs and expenses on Company's Infra Works shall be on account of the Company. It being clarified that the Company Infra Works to be carried out over the Said Land shall be carried out in a harmonious manner by the Land Owners/ Company and AAR.
3. It is expressly agreed amongst the Parties hereto that AAR/ Company shall develop Project under the Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy 2016 of Government of Haryana and/or as a Group Housing Colony and/or under Affordable Housing Policy, 2013 over the Project Land. However, in the event License under the Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy 2016 of Government of Haryana and/or as a Group Housing Colony and/or under Affordable Housing Policy, 2013 is not granted by

For Aditya Real Estate Pvt.Ltd.  Director/ Auth. Signatory	For Vedhas Propbuild Pvt. Ltd  Director/ Auth./Signatory	Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.  Director/ Auth. Signatory
Success Propbuild Pvt.Ltd. For Success Propbuild Pvt Ltd  Director / Authorized Signatory	Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.  Director/ Auth Signatory	Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.  Authorized signatory



Government of Haryana/ DTCP over the Project Land, Parties shall mutually decide in writing what type of License under the Act of 1975 & Rules 1976 (as defined later) of the Government of Haryana shall be applied for and obtained over the Project Land.

4. In respect of Said Land, Company shall pay scrutiny fee, License fee, Change in Land Conversion Charges and external development charges (EDC) as currently applicable. However, (i) any increase in or demand in respect of scrutiny fee, License fee, Change in Land Conversion Charges and/or EDC in excess of Rs. 1.68 Crores (Rupees One Crore Sixty Lacs only) shall be to the account of AAR and shall be paid by AAR forthwith on demand from the Company, (ii) AAR shall also be responsible for payment of internal development charge, administrative fees for COD, or any other levy required, as well as such fees and charges, till the date hereof or as may be applicable in future and as per the rates as currently applicable or as may be applicable in future; (iii) any and all bank guarantees required shall also be provided by AAR; (iv) any increase in fees and charges as currently applicable (subject to sub clause (i) above) and/or new/fresh levy of statutory charges shall also be to the account of AAR. Provided further, any difference between the DDJAY Licence and Group Housing Colony or Affordable Housing Policy, 2013 in relation to the Said Land shall also be to the sole account of AAR. Provided always, all cost and expenses on account of EDC/IDC, IAC, COD and other statutory charge(s)/fees to the extent of Other Land shall be solely to the account of AAR.
5. That the Project envisaged on the Said Land, other than as per **Clause 3** above, shall be mutually agreed amongst the Parties hereto.
6. That within six months from the grant of all approvals including Licence (i.e. licence granted by DTCP for the Project Land) and environmental clearance for the Said Land and Other Land, the AAR shall commence development work on the same in accordance with the approved layout/building plans and the terms and conditions of the license so granted and applicable rules and regulations as prescribed under HUDRA Act/DTCP/HUDA. AAR shall be fully responsible and liable for ensuring that all terms, conditions, rules and applicable provisions of all approvals, permissions, License, RERA Act, environmental laws, building codes and all other applicable laws/regulations/codes relating to the Project and its development, marketing and sale are fully adhered to and there is no breach/violation of any of them. AAR shall keep the Land Owners/ Company, its directors, officers, etc. full indemnified and harmless against any such breach/violation.
7. Any GST or any similar tax that may be levied on the Said Land and/or revenue share coming to the share of the Land Owners/ Company shall be, to extent the AAR is not able to avail of input credit on such GST or any similar tax, shall be paid/reimbursed by AAR. Provided always Parties shall be entitled charge and collect GST with respect to the plots coming to their share and avail input tax credit, if permissible. Each Party shall be responsible and liable for all compliances under GST and notifications issued thereunder with respect to its liability under GST and shall keep the other, its directors, officers, fully indemnified and harmless against any breaches/violation thereof.

Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt.Ltd.	Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.	Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.
 Director/ Auth. Signatory	 Director/ Auth. Signatory	 Director/ Auth. Signatory
Success Propbuild Pvt.Ltd. For Success Propbuild Pvt. Ltd.	Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.	Aar Housing Pvt. Ltd. For AAR Housing Pvt.Ltd.
 Director / Authorized Signatory	 Director/ Auth. Signatory	 Authorized Signatory



8. That to enable AAR to carry-out the development work, the Land Owners/ Company shall permit the AAR and its representative to enter the Said Land and execute the Project from the date hereof.
9. That the Land Owners/ Company shall fully support the AAR to obtain and procure requisite licenses, permissions, sanctions and approvals from all competent authorities for developing the Project, including signing of all requisite forms, applications and documents, and shall provide all necessary help to conduct survey and fencing of the Said Land without any hindrance from its side, at the cost, risk and expense of the AAR and without any liability on the Land Owners/Company. The Land Owners/ Company will provide all documentation required for the approvals, as and when required by the AAR.
10. That the AAR shall develop the Project as per the approved layout without any interference from the Land Owners / Company or their assigns. AAR for the purposes of carrying out its obligations under this Agreement will enter the Said Land, the Land Owners/ Company shall not interfere in the development, master planning and completion of the Project, so long as the AAR carries out the development, master planning and completion of the Project in accordance with sanctioned building/lay out and service plans, in workman like manner and without any delay and as agreed under this Agreement.
11. That all statutory and other charges including but not limited to Scrutiny fee, licence fees, EDC/IDC, CLU Charges, etc. shall be borne and paid by AAR, except as set out in **Clause 4** above. All development and master planning cost, expenses, charges and risks related to the Project on the Said Land and Other Land shall be the sole and exclusive liability of the AAR. Land Owners/ Company shall neither be required to fund/spend nor fund/spend any amount in relation to the foregoing or any other cost or expense related to the Project. Bank Guarantees required by DTCP or otherwise related to the Project shall be arranged by the AAR out of its resources, and its own cost and expense.
12. That the Building/Layout Plans for the Project shall be in accordance with and conformity with the Zonal Plan and the Rules and bye-laws of DTCP and/or any other competent authority as may be prescribed /applicable pertaining to the Project Land as may be in force in the area. The said Building/Layout Plans for the Project shall be filed by AAR for permission to construct/develop the maximum permissible plotted area on the Said Land and Other Land i.e. Project Land.
13. That AAR shall get prepared suitable design, model and/or plans for the Project and get them approved / sanctioned from the competent authority (ies).
14. That the cost and expenses of construction/development of the Project including the cost of material, equipment, charges and fees of the architects, consultants, engineers, contractors, other service providers, etc., preparation and sanctions of plans, payment of fees, charges as also all other costs and expenses incurred in undertaking development and construction of the Project, raising of construction, obtaining occupation/completion certificate, payment of conversion charges, scrutiny fees, compounding fee or any other fees, duties and charges related to the Project and complying with conditions contained of License, BIP Policy (if

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 Director / Authorized Signatory	 Director/ Auth. Signatory	 Authorized Signatory



applicable) and other applicable policy(ies), internal/external development charges, infrastructure development charges, and enhancements thereof shall be to the account of AAR and paid by the AAR, save and except Company's Infra Works and as set out in **Clause 2** above. AAR also undertakes to pay the infrastructure augmentation charges to DTCP, as and when required.

15. That the Land Owners have granted development rights to the Company in respect of the Said Land by and under the Development Agreements detailed in **Schedule-III** of this Agreement (the "**Land Owners/Company Development Agreements**"). And the Parties have now reconsidered the issue and have herein agreed to develop the Said Land under the in collaboration with AAR. There is no restriction on the Company to execute and enter into this Agreement under the Land Owners/Company Development Agreements on the terms hereof.
16. That the registration under Haryana Real Estate Regulation Act (**HARERA**) shall be applied by the AAR in its own name and at its own cost and expense, and AAR shall be responsible and liable to observe all terms and conditions of the HRERA registration and adhere to all compliances under HRERA and Rules thereunder and shall be solely liable for breach/violation of any of the term and conditions or non-compliance thereof and shall keep the Land Owners/ Company, its directors, officers, staff, etc. fully indemnified and harmless against the same. The Land Owners/ Company will provide all documentation required for the approvals, as and when required by the AAR.
17. The AAR shall develop the Project in workmen like manner, using the standard material and the Project shall be of high quality and specifications and adhere to all codes and regulations relating to the development of the Project. The Project shall be completed in all aspects within 7 (Seven) years from the later of grant of Environmental Clearance and HARERA Registration for the same and also file an application, complete in all aspects, with DTCP, for grant of Completion/Part completion certificate for the Project, within the said period of 7 (Seven) years (such date of 7 (Seven) years from the later of grant of Environmental Clearance and HARERA Registration for the same is called the "**Completion Date**"). AAR shall be fully liable for all claims made by the nominees/customers/allottees of the Project for the period of delay and quality of development.
18. That the AAR shall be solely responsible and liable for all workers, contractors, architects, consultants, persons including its employees engaged in the development of the Project and their remuneration, medical, insurance, health, safety, accident and security including compliances of all laws applicable thereof including all labour laws, taxes, GST, acts and regulations and shall keep the Land Owners/Company, its/their directors, officers, staff, etc. fully indemnified and harmless against the same. The AAR shall ensure that the contractors, architects, consultants, persons including its employees engaged in the development of the Project shall be duly experienced, qualified and of high repute.
19. That the AAR shall be solely and absolutely responsible and liable to adhere to all laws, licence conditions, codes, environmental laws, acts and regulations related to the development of the Project and shall keep the Land Owners/Company, its/their directors, officers, staff, etc. fully indemnified and harmless against the same.

<p>For Aditya Real Estate Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Vishwas Propbuild Pvt. Ltd.</p> <p>For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Coral Buildhome Pvt. Ltd.</p> <p>For Coral Buildhome Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>
<p>Success Propbuild Pvt. Ltd.</p> <p>For Success Propbuild Pvt. Ltd.</p>  <p>Director/ Authorized Signatory</p>	<p>Faith Buildtech Pvt. Ltd.</p> <p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Aar Housing Pvt. Ltd.</p> <p>For Aar Housing Pvt. Ltd.</p>  <p>Authorised Signatory</p>



20. That if there is any claim by any allottee of the Project, on account of delay in delivery of the plot/unit or quality of the development or for any reason attributable to the AAR, the AAR shall be solely liable and responsible for all claims thereof and shall keep the Land Owners/Company, its/their directors, officers, staff, etc. fully indemnified and harmless against the same.
21. AAR shall not market / sell any area/plots/unit till such time the Licence is granted for the Project, the Project is registered with HRERA and also the AAR has deposited the entire amount of IFRSD with the Company.
22. That the Project shall be maintained either by the AAR itself or its nominated Maintenance Agency/RWA,. The maintenance charges and IFMS (Interest Free Maintenance Security) for all the Plots/unit/area comprised in the Project shall be charged and collected by AAR. That the Land Owners/ Company hereby undertakes and appoint the AAR or its Representative / nominee / Associate Company / Promoter Company as its Attorney for applying /procuring/obtaining the requisite licenses, permissions, sanctions and approvals from the concerned departments, to obtain materials for carrying out whatever is necessary to complete the Project. The Land Owners/ Company shall issue a General Power of Attorney (GPA) in favour of the AAR to do all such acts as may be necessary for grant of Licence, approvals and development of the Project. AAR undertakes not to do anything contrary to law as a AAR of the Project or as an attorney of the Land Owners. AAR shall use the GPA in lawful manner and ensure that any act, deed or thing done under or pursuant to the GPA does not fasten any financial, civil or criminal liability on the Land Owners or the Company.
23. That the Parties shall not be allowed to make any changes to the terms and conditions of this Agreement without the written permission/consent of each other.
24. That hereinafter if any notification under Land Acquisition Act is imposed on the Said Land or any part thereof, the AAR shall make efforts to get the same released at its (AAR's) cost and expenses. If the Said Land is not released, all the compensation thereof shall be solely on the account of AAR and AAR shall continue to pay the revenue share to the Company as provided herein.
25. That the Land Owners/ Company shall provide all necessary help to the AAR in the completing the formalities and paper work for DGTCPC, Haryana , Chandigarh, HUDA ,HSIIDC, RERA and Other Govt. departments like Forest Deptt, Electricity Deptt., Ministry of Environment, Labour Deptt., etc. including signing of any forms, applications and documents thereof. The Land Owners/ Company will provide all documentation required for the approvals, as when required by the AAR. All costs, expenses and risks on the foregoing shall be on account of the AAR.
26. That the Parties agree to carry out the terms and conditions of this Agreement with mutual cooperation and sincerity and in a lawful manner. The AAR shall carry out the development master planning of the Project in compliance with all applicable laws, regulations and rules. AAR shall have sole rights for Branding / marketing of the proposed project in its own name and at its sole discretion.

<p>For Adishwar Real Estate Pvt.Ltd. Adishwar Real Estate Pvt.Ltd.</p>  <p>Director/Author. Signatory</p>	<p>For Vishwas Propbuild Pvt.Ltd. Vishwas Propbuild Pvt.Ltd.</p>  <p>Director/Author. Signatory</p>	<p>For Coral Buildhome Pvt. Ltd., Coral Buildhome Pvt. Ltd.</p>  <p>Director/Author. Signatory</p>
<p>For Success Propbuild Pvt. Ltd. Success Propbuild Pvt.Ltd.</p>  <p>Director / Authorised Signatory</p>	<p>For Faith Buildtech Pvt. Ltd., Faith Buildtech Pvt.Ltd.</p>  <p>Director/Author. Signatory</p>	<p>For AAR Housing Pvt. Ltd., Aar Housing Pvt. Ltd.</p>  <p>Authorised Signatory</p>



27. That the AAR shall have full right to nominate and/or assign this Agreement either in whole or in parts at any time and at any stage in favour to any third party including to its Principal and or its Associate Companies and the Land Owners/ Company or their subsequent assignee(s) etc. shall have no objection to it. Similarly, Land Owners/ Company shall be entitled to nominate and/or assign this Agreement either in whole or in parts at any time and at any stage to any of its related/associate companies, However in such a case, AAR and the Land Owners/ Company shall be responsible to ensure that the party to which the Agreement is nominated and/or assigned, shall fully attorn to the other Party, the terms & conditions of the present Agreement.
28. 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.
29. That all the expenses such as stamp duty, registration charges, etc. for Registration of this agreement shall be borne and paid by the AAR.
30. That it is clearly understood between the Parties that the execution of this Collaboration Agreement between the Parties does not constitute any right to AAR to sell the plots/area coming to their respective share till such time the Licence is granted by the competent authority for the Project and HRERA registration is granted.
31. That the Land Owners/Company hereby agree to furnish a Power of attorney to the AAR to develop the Said Land. The AAR shall use the said Power of attorney in a lawful manner, only for matters related to the Project and without fastening any liability on the Land Owners/ Company.
- 32. INTEREST FREE REFUNDABLE SECURITY DEPOSIT**



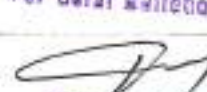


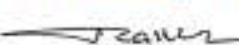
- 32.1 As security for its obligations under this Agreement, AAR shall deposit as interest free refundable security deposit ("IFRSD") with the Company, being a sum of INR **11,93,00,000/-** (Rupees Eleven Crores Ninety Three Lacs only).

The said amounts shall be/have already been deposited as under:

- (i) Before execution/registration of this Agreement, AAR has deposited a sum of **Rs. 4,00,00,000/-** (Indian Rupees Four Crores only) with the Company, as under:

Date	UTR/RTGS No.	Amount (Rs)
26.10.2023	PUNBR52023102510393020	1,00,00,000.00
26.10.2023	PUNBR52023102610408786	1,00,00,000.00
01.11.2023	PUNBR52023120111746280	2,00,00,000.00

(Such payment called the "First Tranche Payment")

<p>Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt.Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>
<p>Success Propbuild Pvt.Ltd. For Success Propbuild Pvt. Ltd.</p>  <p>Director/ Authorized Signatory</p>	<p>Faith Buildtech Pvt. Ltd. For Faith Buildtech Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>AAR Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



- (ii) On or before 31/12/2023, AAR shall deposit a further sum of Rs. 4,00,00,000/- (Rupees Four Crore only) with the Company,

(Such payment called the "**Second Tranche Payment**")



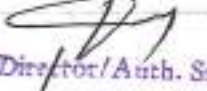


- (ii) AAR shall deposit a further sum of Rs. 3,93,00,000/- (Rupees Three Crores Ninety Three Lacs only) with the Company, as mutually agreed between the Parties.

(Such payment called the "**Third Tranche Payment**")

33. That the entire revenue realized from the sale of the residential component of AAR's Entitlement, less EDC, IDC, GST and maintenance deposit shall be mutually shared between the Company and AAR, subject to the provisions of **Clause 43** below, in the ratio of:

- a) if the Project over the Project Land is developed as plots under the Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy 2016 of Government of Haryana:
- (i) **12 %** (-twelve per cent) to the account of the Company; and
(ii) balance to the account of AAR; or
- b) if the Project over the Project Land is developed as floors on the plots under the **Deen Dayal Jan Awas Yojna** – Affordable Plotted Housing Policy 2016 of Government of Haryana:
- i) **4 %** (-four per cent) to the account of the Company; and balance to the account of AAR, or
- c) if the Project over the Said Land is developed under **Affordable Housing Policy 2013** of Government of Haryana:
- (i) **9 %** (-nine per cent) to the account of the Company; and balance to the account of AAR; or
- d) if the Project over the Project Land is developed as a **Group Housing Colony**:
- (i) **3 %** (-three per cent) to the account of the Company; and balance to the account of AAR.







Provided always all taxes, duties and levies, including GST, payable on the amount of revenue payable to/receivable by the Land Owners/ Company shall be solely and exclusively borne and paid by the Company/Land Owners. For the purposes of this Clause, revenue shall include all amounts received by AAR on the sale of any unit/plot/area/floor comprised in the Project Land, less GST, maintenance deposit, EDC, IDC and Electricity charges. However, any GST payable on the transfer of development rights as well as sale of plots/built up areas comprised in the Project Land as envisaged under this Agreement shall be payable by AAR or the purchaser, irrespective of who is liable to pay GST on the same under the Goods and Services Tax Act/applicable law.

<p>Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.</p>  <p>Director/Authorized Signatory Success Propbuild Pvt.Ltd.</p>	<p>Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/Authorized Signatory Faith Buildtech Pvt.Ltd.</p>	<p>Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.</p>  <p>Director/Authorized Signatory Aar Housing Pvt. Ltd.</p>
<p>For Success Propbuild Pvt. Ltd.</p>  <p>Director / Authorized Signatory</p>	<p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/Authorized Signatory</p>	<p>For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



34. Representations and Warranties

- A) In addition to the representations made in the recitals of this Agreement, the Land Owners/ Company hereby represent and warrant to AAR that:
- (i) The Land Owners/ Company are duly constituted under the Companies Act, 1956 and are in good standing and validly existing;
 - (ii) The Land Owners are the lawful owners of the Said Land and recorded as owners in the revenue records and fully competent to enter into the present Agreement;
 - (iii) That the Land Owners and the Company have not entered into any prior agreement to sell with respect to the Said Land and that there is no encroachment by or settled possession of a third party over the Said Land, whatsoever save and except the arrangement with the Company;
 - (iv) The description of the Said Land provided in **Schedule-IA** is true, complete and accurate and not misleading in any respect; and
 - (v) That the Land Owners/ Company state that neither any dispute is pending in respect of the Said Land or any part thereof, nor there are any ongoing legal / judicial proceedings, in respect of the Said Land.
- B) The AAR hereby represent and warrant to the Company and the Land Owners that:
- (i) The AAR is duly constituted under the Companies Act, 1956 and is in good financial standing and a validly existing entity;
 - (ii) AAR are the lawful owners of the Other Land and recorded as owners in the revenue records and fully competent to enter into the present Agreement;
 - (iii) AAR have not entered into any prior agreement to sell with respect to the Other Land and that there is no encroachment by or settled possession of a third party over the Other Land;
 - (iv) The AAR has sufficient financial resources to consummate the transaction contemplated under and in accordance with this Agreement;
 - (v) The AAR shall not book/allot/sell any area comprised in the Said Land before the receipt of License, registration under RERA and the approval of the layout plans thereof and shall not cause contravention of any provisions of any of the applicable law/s in any manner, whatsoever;
 - (vi) The AAR shall develop the Project over the Said Land and the Other Land as set out in **Clause 3** above and under no other License or of any other nature whatsoever except as per **clause 3** above; and

<p>For Adishwar Real Estate Pvt.Ltd. Adishwar Real Estate Pvt.Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For Vishwas Propbuild Pvt. Ltd. Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For Coral Buildhome Pvt. Ltd. Coral Buildhome Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>
<p>For Success Propbuild Pvt. Ltd. Success Propbuild Pvt. Ltd.</p>  <p>Director/ Authorised Signatory</p>	<p>For Faith Buildtech Pvt. Ltd. Faith Buildtech Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For AAR Housing Pvt. Ltd. AAR Housing Pvt. Ltd.</p>  <p>Authorised Signatory</p>




- (vii) The AAR fully understands that it has no right, claim or interest over any land other than the Said Land and this Agreement is limited to the Said Land only and shall not do any act, deed or things that shall prejudice the development of the Said Land.
35. That the Land Owners have authorized the Company to act, represent for and on their behalf for applying for various approvals, COD, submit scrutiny fee, License fee, Change in Land Conversion Charges, administrative fees or any other fee and deposit, etc. and to apply for sanctions required for development of a Said Land. The Company has accepted the authorizations and agreed to act for and on their behalf for this purpose. For this purpose, the Land Owners i.e. the land holding companies have with this Agreement have passed resolution through their Board of Directors to authorize the Company. Without prejudice to its obligations in terms of this Agreement and the foregoing provisions of this clause, the Land Owners and Company shall from time to time execute/further authorize AAR or its appointed nominee, as may be required, interalia for making appropriate applications for change of land use of the Said Land, DDJAY Licence, requisite permissions, licences and permits for carrying on development over the Said Land of a plotted colony under the Licence under the Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy 2016 of Government of Haryana (and/or under Affordable housing Policy 2013 and/or Group Housing Colony
36. That the fees, duties and charges in accordance with and subject to **Clause 4** above shall be paid by AAR and as and when the same are required to be paid. Accordingly, any interest, overdue charges or penalty due to any delay on payment of the same, shall be on account of AAR. It being expressly agreed and clarified that the interest payable on deferred payment (payment in installments) of EDC shall also be on account of AAR. Provided always the scrutiny fee, Conversion Charges, License fees and EDC and all other fees and charges as applicable for the commercial component in relation to the Said Land shall be solely to the account of AAR.
37. All costs and expenses and attendant stamp duty and registration charges payable with respect to this Agreement (for the Said Land) shall also be on account of AAR.
38. That any change, modification or alteration or any amendment, whatsoever, in this Agreement shall be made only with the mutual written consent of the Parties hereto and shall be subject to the approval of the DTCP.
39. That all notices and letters shall be sent through registered post acknowledgement due to the other party at the address(es) first above written or at such duly notified change of address and shall also be sent via e-mail as AAR :- <surinderfca@glsho.com; Company & Land Owners: nitin.gupta@ireo.in.
40. That AAR, shall procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for Licence COD and for carrying on with the development and construction of the project on the Project Land.
41. That the green areas required as per government bye laws for Project Land shall be located on the Project Land itself only.

<p>For Aditya Buildhome Pvt. Ltd. D... T... 1</p>  <p>Director/ Auth. Signatory</p>	<p>Vishwas Propbuild Pvt. Ltd. For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Coral Buildhome Pvt. Ltd. For Coral Buildhome Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>
<p>Success Propbuild Pvt. Ltd. For Success Propbuild Pvt. Ltd.</p>  <p>Director / Authorized Signatory</p>	<p>Faithi Buildtech Pvt. Ltd. For Faithi Buildtech Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



42. The commercial component of the Total/Project Land shall be located on the Project Land, as decided by AAR.
43. In the event of integration of additional land parcel(s) by AAR with the Project Land, the Company and the Land Owners agree and acknowledge that the percentage of Company Share shall stand modified and reduced proportionately. Provided always, all cost and expenses on account of License Fees, Conversion Charges, EDC/IDC, IAC, COD and other statutory charge(s)/fees to the extent of integration of such additional land parcel(s) shall also be solely to the account of AAR.
44. That the entire revenue generated from the unit/plot/area/floor comprised in the Project Land forming part of the residential component of the project over the Project Land to be developed over the Project Land, shall be shared as set out in **Clause 33** above. It being expressly agreed that all revenues coming from the sale of commercial areas/spaces forming part of Project Land shall exclusively belong to AAR. The GST payable to the concerned authority against the revenue generated from the above including the revenue paid to the Company shall be paid exclusively by AAR.
45. AAR shall be entitled to market the project over Project Land under the brands chosen by it and ensure formation of resident's welfare association for the Project Land.
46. That AAR shall be entitled to obtain loans/financial assistance from banks/financial institutions by placing the Said Land as security and/or by mortgaging the same only for construction finance and/or deposit of entire amount of IFRSD with the Company and the Land Owners/Company undertake to execute requisite documents and to do all such acts, deeds and things as may be required so as to enable AAR to obtain loans/financial assistance from banks/financial institutions. The Land Owner/ Company further undertake to hand over to the concerned banks/financial institutions/AAR, the original documents of title which are exclusive to the Said Land and make appropriate arrangements to the satisfaction of the concerned banks/financial institutions, in respect of those title documents which have land parcels in addition to the Said Land. Provided always Company/ Owners shall make available the originals of such documents of title for inspection to the consultants/lawyers/lenders/customers of AAR, as and when so required by AAR.
47. It is further agreed that Land Owners/ Company shall not give any personal or corporate guarantee for any loan or financial assistance availed by AAR. Provided further in the event the mortgage of the Said Land or any part thereof is enforced, neither the Company nor the Land Owners shall be liable to refund any outstanding amount of IFRSD or pay any other amount to AAR.
48. That neither the Land Owners nor the Company has created encumbrances, third-party rights or mortgage over the Said Land and the Land Owners and the Company assure that there is no litigation or any notice subsisting relating to the Said Land.

Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.	Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.	Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.
 Director/ Auth. Signatory	 Director/ Auth. Signatory	 Director/ Auth. Signatory
Success Propbuild Pvt.Ltd. For Success Propbuild Pvt. Ltd.	Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.	Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.
 Director / Authorised Signatory	 Director/ Auth. Signatory	 Authorised Signatory



49. That under this Agreement, it has been agreed and confirmed by all the Parties hereto that all necessary rights and entitlements of the Land Owners and the Company under the arrangement between the Land Owners and the Company, including the development rights vested in the Company under the development agreements (including supplemental agreements thereof) executed between the Land Owners and the Company stands transferred by the Company in favour of AAR, including the right to conceptualize, promote, construct, develop, implement, market and sell the project over the Said Land, in accordance with the terms and conditions of this Agreement. Copies of the said development agreements (including supplemental agreements thereof) have been duly handed over to AAR. The Land Owners and Company agree that notwithstanding the provisions of the Land Owners/Company Development Agreements, the terms set forth in this Agreement in relation to the development of the Said Land shall prevail over the terms of the Company Development Agreements.
50. That it is further admitted by the Land Owners/Company that the Power of Attorney referred to above shall be executed/registered in accordance with Section 202 of the Indian Contract Act, 1872.
51. That, the Power of Attorney i.e. irrevocable registered general power of attorney executed and registered by the Land Owners and the Company in favor of AAR/its nominee(s) for obtaining all sanctions/approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of areas forming part of the project shall not be cancelled/terminated by the Land Owners/ Company.
52. However, the Power of Attorney shall stand automatically terminated in the event the Agreement is terminated.
53. That the Land Owners/ Company covenant with AAR that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the grant of Licence over the Project Land and further that the Land Owners/ Company shall also within a week of receipt of any request from AAR, sign and execute such other documents, letters, etc. as may be necessary for the development, construction and completion of the said project over the Said Land/Project Land and for giving effect to the terms of this Agreement at the cost, risk and expense of AAR.
54. The Company and AAR shall form a committee of persons nominated by the Company and AAR which shall finalize the building plans, service and other plans, and applications to be filed for Approvals relating to the project over the Project Land, within 3 (three) months of the date hereof. The Company shall have the right to nominate 1 (one) person to such committee and AAR shall have the right to nominate 2 (two) persons to such committee. Committee shall also be responsible to monitor the preparation of the applications to be filed for the Approvals related to the project over the Project Land. The Company and AAR shall ensure that adequate persons, as required in accordance with terms hereof, are nominated to the Committee and the same meets as often as required. The decision of the said committee shall be taken by majority. The scope of Company's Infra Works shall also be finalized by the said committee. The said committee shall stand dissolved once the development work over the Said Land

<p>For Adishwar Real Estate Pvt.Ltd.</p>  <p>Director/Arch. Signatory</p>	<p>For Vishwas Propbuild Pvt.Ltd.</p>  <p>Director/Auth./Signatory</p>	<p>For Coral Buildhome Pvt. Ltd.</p>  <p>Director/Auth. Signatory</p>
<p>For Success Propbuild Pvt. Ltd.</p>  <p>Director/Authorised Signatory</p>	<p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/Auth. Signatory</p>	<p>For AAR Housing Pvt. Ltd.</p>  <p>Authorised Signatory</p>



commences. To maintain harmony with the rest of the development, the Company's Infra Works shall be carried out by the contractors mutually agreed between the Parties. In the unlikely event the Company's Infra Works are not carried out in a timely manner, AAR shall be entitled to take over the same and make payments for the same directly and deduct the amount so paid from the amount of IFRSD, if balance remaining unpaid or otherwise recover from the Company. Parties further agree that, in view of the Company's Infra Works and rest of the development over the Project Land has to be carried out in a harmonious manner, the quality, safety and correctness of the same shall be monitored and supervised by AAR and the Company shall not be liable or responsible for the same.

55. That the Parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and each Party hereto indemnify the other party and the Said Land against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:
- these presents do not create any Partnership between the Parties hereto;
 - each of the Parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - each of the Parties hereto shall bear and pay its own respective income tax in respect of the realization received by each of them under these presents.
56. That neither the Land Owners nor the Company shall be responsible or liable, in any manner whatsoever, for the implementation of the project over the Project Land, its quality, adherence to required specifications, safety, etc. or to incur any cost or expense thereof. Both the Company and Land Owners admit and acknowledge that they have got absolutely no claim of any nature whatsoever against each other. In the event of there being any dispute or difference or litigation between the Land Owners and the Company, the same shall have no bearing on the implementation of the project over the Other Land including over the Said Land by AAR. The Land Owners and the Company undertake not to stake any claim of any nature against each other on the basis of Development Agreements earlier executed between them.
57. That by virtue of this Agreement all necessary rights, obligations and entitlements with respect to the construction and development of the Project Land as part of the project have devolved upon AAR and AAR shall develop the Project Land in accordance with the terms of this Agreement and applicable laws and License. The Company confirms that it has absolutely no objection of any nature to the development/implementation/sale/promotion etc. of the project over the Project Land by AAR. The Company further confirms that it has not created any third party right in respect of the Said Land on the basis of Development Agreements executed in its favor by the Land Owners.
58. That the Land Owners/ Company hereby agree to indemnify AAR and keep AAR indemnified at all times, from its movable and immovable properties, from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against AAR and against all the losses, damages, costs and expenses that may be suffered by AAR and litigation expenses incurred by it on account of the following: -

For Adishwar Real Estate Pvt.Ltd.  Director/Author. Signatory	For Vishwas Propbuild Pvt.Ltd.  Director/Author. Signatory	For Coral Buildhome Pvt.Ltd.  Director/Author. Signatory
For Success Propbuild Pvt.Ltd.  Director / Authorised Signatory	For Faith Buildtech Pvt. Ltd.  Director/Author Signatory	For AAR Housing Pvt. Ltd.  Authorised Signatory



- (i) Any of the representations, statements and assurances made by the Land Owners / Company is found to be false, fraudulent or misleading.
- (ii) Any defect in the title of the Said Land due to any act, deed or thing done by the Land Owners or the Company.
- (iii) Possession of the Said Land getting disturbed/interfered by the Land Owners or the Company themselves or by anybody claiming under them.
- (iv) Any other defect in the Said Land, known to the Land Owners or Company, on the date hereof, but not disclosed by the Land Owners or Company.

Provided always the liability of Land Owners and/or the Company, whether joint or several, under this **Clause 58** or otherwise, shall not exceed under any circumstances the amount of IFRSD actually received by the Company/Land Owners and remaining outstanding at the time of claim made by AAR and shall also be limited to the actual area of the Said Land impacted and the proportionate amount of IFRSD (actually received and outstanding) for such area of the Project Land.

59. That the Land Owners / Company shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the plots/building(s) thereon and/or booking and sale of the area comprised in project over the Project Land, except where the same is in violation of the terms and conditions hereof or any law for the time being in force.
60. That on execution of this Agreement, AAR shall be entitled to enter upon the entire Project Land for the carrying out survey of the same to enable AAR to prepare the layout/building plans and service/lay out plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for obtaining of requisite permissions, sanctions and approvals for development, construction and completion of the project on the Project Land.
61. That AAR shall be entitled to enter upon the Project Land to carry out its obligations under this Agreement after execution of this Agreement. It is agreed between the Parties that once AAR is entitled to enter the Said Land for the development of the project thereon in accordance with the preceding sentence, shall not be interfered by the Company and/or the Land Owners, and AAR shall be entitled to remain in the Said Land till the project thereon is complete, subject to the faithful compliance of the terms and conditions hereof. The project over the Said Land shall be deemed to have been completed when the occupation certificate has been obtained by AAR for the entire project over the Project Land. Provided further AAR shall be responsible and liable to maintain the security of the Said Land and from squatters, tress passers, etc., from the date hereof.
62. That the Parties hereto have agreed and undertaken to perform their part of this 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.

<p>For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For Coral Buildhome Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>
<p>For Success Propbuild Pvt. Ltd.</p>  <p>Director/ Authorized Signatory</p>	<p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



63. That this Agreement shall always be deemed to be subject to the definition of 'force majeure', as laid down by way of Explanation to Section 6 of Real Estate (Regulation and Development) Act, 2016.
64. That notwithstanding the execution and registration of the power of attorney, the Land Owners / Company shall also execute and register the sale deed(s) or such other document(s) or instrument(s) in favor of the intending purchaser(s) of unit(s)/space(s) car or two wheeler parking, etc. in respect of the units, floor space(s)/plots, etc. agreed to be sold to different intending purchaser(s) at the cost and expense of the said intending purchaser(s)/AAR, in order to convey in favor of the said intending purchaser(s) a valid title and interest, as may be permissible by present or future laws on the terms and conditions of this Agreement.
65. That this Agreement overrides and supersedes all prior discussions and correspondence and agreements exchanged/executed between the Parties hereto and contains the entire agreement between them. No changes, modifications or alterations to this Agreement shall be done without the prior written consent of the Parties thereto.
66. That the common areas of the project over the Project Land/ scheme shall be maintained by professional maintenance company appointed at its absolute discretion by AAR as per the rules and guidelines of the concerned authorities. All costs and expenses of such maintenance company shall be borne by AAR and/or the allottees of the project over the Project Land.
67. 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.
68. 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.
69. 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.
70. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
71. If any stamp duty/additional stamp duty is payable on this Agreement or any other agreement to be submitted for obtaining COD in favor of AAR with respect to the Project Land, the same shall be borne and paid solely and exclusively by AAR.
72. All taxes, GST (or any other similar tax or levy), levies and duties on this Agreement including for transfer of development rights in the Said Land shall be the sole and absolute liability of AAR.

<p>Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.</p>  <p>Director/Authorized Signatory Success Propbuild Pvt.Ltd.</p>	<p>Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.</p>  <p>Director/Authorized Signatory Faith Buildtech Pvt.Ltd.</p>	<p>Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.</p>  <p>Director/Authorized Signatory Aar Housing Pvt. Ltd.</p>
<p>For Success Propbuild Pvt. Ltd.</p>  <p>Director / Authorized Signatory</p>	<p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/Authorized Signatory</p>	<p>For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



73. All out of pocket expenses including consultancy/lawyer/legal fees related to Licence on the Project Land and COD and other approvals shall be solely and exclusively borne and paid by AAR.
74. That in case any additional stamp duty is payable or any document required to be submitted for obtaining of LOI or License and/or COD from DTCP, the same shall be solely and exclusively borne and paid by AAR.
75. It being clarified that the Income tax on the entitlement of the Company/Land Owners under this Agreement including but not limited to the receipt of IFRSD and the revenue share shall be to the sole account of the Land Owners/ Company.
76. It is expressly agreed amongst the Parties that AAR shall be solely entitled, liable and responsible to develop, construct, market, sell and maintain the Project (except the Company's Infra Works) and shall be solely responsible and liable to observe all the bye-laws, guidelines, terms and condition, provisions of applicable laws, RERA, Licence, COD, etc.
77. In case of failure of the Land Owners and/or the Company to comply with any of their obligations under this Agreement, then without prejudice to any other right or remedy available to AAR under law or as envisaged in this Agreement, AAR shall have an unequivocal right to enforce specific performance of its rights herein against the Company and/or the Land Owners.

78. COVENANTS, UNDERTAKINGS AND OBLIGATIONS

- a. The AAR shall maintain and manage the project over the Project Land and the common areas and facilities constructed therein or appoint a maintenance agency as AAR may deem fit in its sole discretion. The AAR and/ or the maintenance agency shall have the sole right to levy, collect, retain and appropriate the maintenance charges or charges of similar nature to be collected from customers/users/customer/ occupants.
- b. The AAR shall carry out all development works, construction, marketing, sale of the project over the Project Land, payment of GST, Labour Cess and other taxes, in accordance with applicable laws, permissions, License, applicable rules and regulations, in a timely, workmen like manner, using high quality and experienced men, material and equipment.
- c. The AAR and Company/Land Owners shall be responsible for compliances of all terms and conditions of license / provisions of Act of 1975 & Rules 1976 of the Government of Haryana till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.
- d. That AAR and Company/Land Owners shall be solely and exclusively responsible for compliances of all terms and conditions of registration under and compliance with all the provisions of RERA and the Rules and all Regulations framed thereunder.
- e. That this Agreement is and shall always be irrevocable and no modification/ alteration etc. in the terms and conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.

<p>For Adishwar Real Estate Pvt.Ltd.</p>  <p>Director/ Auth. Signatory</p>	<p>For Vishwas Propbuild Pvt. Ltd</p>  <p>Director/ Auth./ Signatory</p>	<p>Coral Buildhome Pvt.Ltd.</p> <p>For Coral Buildhome Pvt. Ltd.</p>  <p>Director/ Auth. Signatory</p>
<p>For Success Propbuild Pvt. Ltd</p>  <p>Director / Authorized Signatory</p>	<p>For Faith Buildtech Pvt. Ltd.</p>  <p>Director/ Auth Signatory</p>	<p>Aar Housing Pvt. Ltd.</p> <p>For AAR Housing Pvt. Ltd.</p>  <p>Authorized Signatory</p>



Schedule-IA

(Detail of the Said Land)

1	Land owned by Adishwar Real Estate Pvt. Ltd.						
	Village	Rect. No.	Kila No.	Total Area		Taken Area	
				K	M	K	M
	Khaika	31	3/3/1	1	12	1	12
			8/1/1	7	18	7	18
		9/1/1	2	9	2	9	
		Total	10	39	10	39	
2	Land owned by Vishwas Propbuild Pvt. Ltd. (1/2 Share), Coral Buildhome Pvt. Ltd. (1/4 Share), & Success Propbuild Pvt. Ltd. (1/4 Share).						
	Khaika	23	23/3	0	1	0	1
	TOTAL					10	40
					1.50	Acres	

For Adishwar Real Estate Pvt. Ltd.	For Vishwas Propbuild Pvt. Ltd.	Coral Buildhome Pvt. Ltd. For Coral Buildhome Pvt. Ltd.
 Director/Authorized Signatory	 Director/Authorized Signatory	 Director/Authorized Signatory
Success Propbuild Pvt. Ltd. For Success Propbuild Pvt. Ltd.	Faith Buildtech Pvt. Ltd. For Faith Buildtech Pvt. Ltd.	Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.
 Director/Authorized Signatory	 Director/Authorized Signatory	 Authorized Signatory



Schedule-IB

(Detail of the Other Land)

1	Land owned by Aar Housing Pvt. Ltd.				
	Village	Rect. No.	Kila No.	Taken Area	
				K	M
	Khaika	30	10	8	0
		31	6	8	0
			7	8	0
			14/1	2	0
		Total		26	0
				3.25 Acres	

Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.	Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.	Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.
 Director/Authorized Signatory	 Director/Authorized Signatory	 Director/Authorized Signatory
Success Propbuild Pvt.Ltd. For Success Propbuild Pvt. Ltd.	Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.	Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.
 Director / Authorized Signatory	 Director/Authorized Signatory	 Authorized Signatory



**Schedule-II
(Plan of the Said Land)**



<p>Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate</p> <p align="center"><i>[Signature]</i> Director/ Auth. Signatory</p>	<p>Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt.</p> <p align="center"><i>[Signature]</i> Director/ Auth. Signatory</p>	<p>Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.</p> <p align="center"><i>[Signature]</i> Director/ Auth. Signatory</p>
<p>Success Propbuild Pvt.Ltd. For Success Propbuild Pvt. Ltd</p> <p align="center"><i>[Signature]</i> Director / Authorised Signatory</p>	<p>Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.</p> <p align="center"><i>[Signature]</i> Director/ Auth Signatory</p>	<p>Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.</p> <p align="center"><i>[Signature]</i> Authorised Signatory</p>




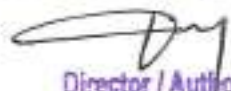
Schedule-III
(Detail of Company Development Agreement)

Land Owning Entities	Details of Development Agreements	Developer Company
Adishwar Real Estate Pvt.Ltd.	Development agreement dated 10-10-2012 Supplementary agreement dated	Faith Buildtech Pvt.Ltd.
Vishwas Propbuild Pvt.Ltd.	Development agreement dated 31-05-2011 Supplementary agreement dated	
Coral Buildhome Pvt.Ltd.	Development agreement dated 30-06-2011 Supplementary agreement dated	
Success Propbuild Pvt.Ltd.	Development agreement dated 10-10-2012 Supplementary agreement dated	

Adishwar Real Estate Pvt.Ltd. For Adishwar Real Estate Pvt. Ltd.	Vishwas Propbuild Pvt.Ltd. For Vishwas Propbuild Pvt. Ltd.	Coral Buildhome Pvt.Ltd. For Coral Buildhome Pvt. Ltd.
 Director/ Auth. Signatory	 Director/ Auth. Signatory	 Director/ Auth. Signatory
Success Propbuild Pvt.Ltd. For Success Propbuild Pvt. Ltd.	Faith Buildtech Pvt.Ltd. For Faith Buildtech Pvt. Ltd.	Aar Housing Pvt. Ltd. For AAR Housing Pvt. Ltd.
 Director / Authorized Signatory	 Director/ Auth Signatory	 Authorized Signatory




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

For and on behalf of Adishwar Real Estate Pvt.Ltd. <i>For Adishwar Real Estate Pvt. Ltd.</i>  Director/ Auth. Signatory Virender Singh (Authorized Signatory)	For and on behalf of Vishwas Propbuild Pvt.Ltd. <i>For Vishwas Propbuild Pvt.</i>	For and on behalf of Coral Buildhome Pvt.Ltd. <i>For Coral Buildhome Pvt. Ltd.</i>
For and on behalf of Success Propbuild Pvt.Ltd. <i>For Success Propbuild Pvt. Ltd</i>	For and on behalf of Faith Buildtech Pvt.Ltd. <i>For Faith Buildtech Pvt. Ltd.</i>	For and on behalf of Aar Housing Pvt. Ltd. <i>For AAR Housing Pvt. Ltd.</i>
 Director / Authorised Signatory Virender Singh (Authorized Signatory)	 Director/ Auth. Signatory Virender Singh (Authorized Signatory)	 Authorised Signatory Rakesh Kumar (Authorized Signatory)

WITNESSES:

1. *Landcep*
Landcep Kadal Adl.
Dist. Court. GGN

2. 
Mond-Fazalque Khan
S/o
Sh. Noor Mohammad
nic - Khanpur Ahati

For Adishwar Real Estate Pvt.Ltd. <i>For Adishwar Real Estate Pvt. Ltd.</i>  Director/ Auth. Signatory	For Vishwas Propbuild Pvt.Ltd.  Director/ Auth. / Signatory	For Coral Buildhome Pvt.Ltd. <i>For Coral Buildhome Pvt. Ltd.</i>  Director/ Auth. Signatory
For Success Propbuild Pvt. Ltd  Director / Authorised Signatory	For Faith Buildtech Pvt. Ltd.  Director/ Auth. Signatory	For Aar Housing Pvt. Ltd. <i>For AAR Housing Pvt. Ltd.</i>  Authorised Signatory

