

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 28/02/2024

Certificate No. Q0282024B279

GRN No. 113357693



16396
7

Stamp Duty Paid : ₹ 461000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Eldeco infrastructure and Properties limited

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village : Panipat

District : Panipat

State : Haryana

Phone: 90*****64



Buyer / Second Party Detail

Name : Adhikari Properties Limited

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village: Panipat

District : Panipat

State : Haryana

Phone : 90*****64

Purpose : FEES FOR STAMP DUTY

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

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made and executed at Panipat on the ____ day of March, 2024.

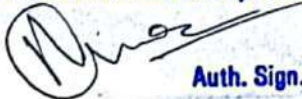
BETWEEN

ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED., a company incorporated under the Companies Act 1956 and having its corporate and communication office at 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi-25 through its authorized signatory Mr. Rajesh Kumar Khanna, vide Board's Resolution dated 22.02.2024 (hereinafter referred to as the "Developer") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns.

AND

Page Number-----2

For Eldeco Infrastructure & Prop. Ltd.


Auth. Sign.

ADHIKARI PROPERTIES LIMITED


AUTH. SIGN.

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील पानीपत

गांव/शहर शिमला मोलाना

धन संबंधी विवरण

राशि 230000000 रुपये

स्टाम्प ड्यूटी की राशि 460000 रुपये

स्टाम्प नं : Q0282024B279

स्टाम्प की राशि 461000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:113357821

पेस्टिंग शुल्क 0 रुपये

Drafted By: कृष्ण चावला

Service Charge:0

यह प्रलेख आज दिनांक 01-03-2024 दिन शुक्रवार समय 2:06:00 PM बजे श्री/श्रीमती /कुमारी

Eldeco Infrastructure and Properties Ltd Thr राजेश कुमार खन्ना निवास पानीपत द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

Eldeco Infrastructure and Properties Ltd Thr राजेश कुमार खन्ना

उप/संयुक्त पंजीयन अधिकारी (पानीपत)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Adhikari Properties Ltd Thr राजेश खन्ना हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी राजू नम्बरदार पिता --- निवासी फरीदपुर व श्री/श्रीमती /कुमारी राकेश पिता श्रीराम निवासी पानीपत 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 (पानीपत)

दिनांक 01-03-2024

Adhikari Properties Limited, (previously known as Adhikari Finvest Private Limited as well as Adhikari Properties Private Limited) a company incorporated under the Companies Act, 1956 and having its registered office at Shop No. S-16, Second Floor, Eldeco Station 1, Sector-12, Faridabad-121007 through its duly authorized signatory Mr. Rajesh Kumar Khanna, vide Board's Resolution dated 25.01.2024 (hereinafter referred to as the "Owner") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns.

The First Party and the Second Party shall hereinafter jointly be referred to as "Parties" and individually as the "Party".

WHEREAS the Developer is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.

AND WHEREAS the Developer was granted Licenses no. 407 to 412 of 2006, all dated 18.01.06 to set up residential plotted colony over a land admeasuring 65.31 acres, situated at sector 40, Panipat ("Project I"), Haryana by Director, Town and Country Planning Department, Haryana ("DTCP"). The Developer was, thereafter, granted additional License No. 36 of 2008, dated 28.02.08 to set up residential plotted colony over additional land admeasuring 55.80 acres, sector 40 & 19A, Panipat ("Project II") by DTCP contiguous to the Project I. The Developer developed a residential colony on Project I and Project II under the name and style "Eldeco Estate One".

AND WHEREAS the Developer is thereafter granted additional License No. 47 of 2017 dated 18.07.2017 to set up residential plotted colony over land admeasuring 29.175 acres, ("Project III") situated at Sector 40 & 19A, Panipat by DTCP contiguous to Project I and Project II.

AND WHEREAS the Developer obtained approval of consolidated layout plan of Project I, Project II and Project III having total land area admeasuring 150.2874 acres (herein "Colony") from DTCP vide LC -672-Vol-111/AD(RA)/2017/23495 dated 19.09.2017.

AND WHEREAS the Developer, vide its application dated 03.01.2022, had applied to DTCP for grant of another additional licence for development of residential plotted colony over an additional area of 2.9 acres situated at Nizampur, Panipat, and in this regard, the DTCP has issued Licence No. 24 of 2024 dated 13.02.2024 issued vide memo bearing Endst. No. LC-672-E/JE(MK)/2024/5688.

For Eldeco Infrastructure & Prop. Ltd.

Auth. Sign.

ADHIKARI PROPERTIES LIMITED

Auth. Sign.

Reg. No. Reg. Year Book No.

16396 2023-2024 1



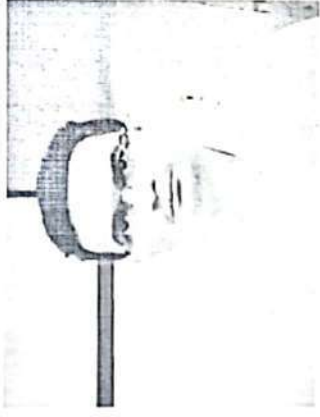
पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी
पानीपत

पेशकर्ता :- Eldeco Infrastructure and Properties Ltd Thr राजेश कुमार

खन्ना

दावेदार :- Adhikari Properties Ltd Thr राजेश

खन्ना

गवाह 1 :- राजू नन्दरदा

गवाह 2 :- राकेश

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 16396 आज दिनांक 01-03-2024 को बही नं 1 जिल्द नं 885 के पृष्ठ नं 6.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 16169 के पृष्ठ संख्या 86 से 92 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 01-03-2024

उप/संयुक्त पंजीयन अधिकारी पानीपत

AND WHEREAS the Owner is the legal, beneficial and registered owner and in possession of the total land admeasuring 14 Bigha (equivalent to 2.9167 acres), Jamabandi Year 2019-2020, situated at Sector 19A, Panipat, situated at Gram Shimla Maulana, Panipat, Haryana (hereinafter referred to as "Said Land") in the following manner:

The Said Land is more particularly described in the Schedule of Land annexed herewith and mentioned as Annexure-1.

AND WHEREAS the Owner, being desirous of developing residential plotted colony on the Said Land as per the policy of DTCP/ Town and Country Planning, Chandigarh, Haryana and/or under any other policy of the Haryana Government as may be framed from time to time (herein "Project") and being not equipped with necessary experience and infrastructure, have approached the Developer.

AND WHEREAS the Owner represents that the Said Land falls under residential zone of the Development/Master Plan of Panipat. The Owner has further represented to the Developer that the Said Land is free of all sorts of encumbrances, charges, disputes, liens, third party rights, litigations, acquisition proceedings etc. and it has free and marketable title to the Said Land.

AND WHEREAS the Developer, relying upon the statement, assurances and representations of the Owner, has agreed to enter into this Collaboration Agreement and to develop a residential plotted colony on the Said Land as per the policy of Town and Country Planning, Chandigarh, Haryana and/or under any other policy of Haryana Government as may be framed from time to time on the terms and conditions hereinafter appearing. g.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

- The subject matter of this Collaboration Agreement between the Owner and the Developer is the Said Land for utilizing the same for development and carving out residential plots and commercial area etc. after obtaining requisite licenses, sanctions and approvals from the concerned authorities.

For Eldeco Infrastructure & Prop. Ltd.

Auth. Sign.

ADITYAKALI PROPERTIES LIMITED

Auth. Sign.

- The Owner have handed over to the Developer the vacant physical possession of the Said Land for development of the Project and have vested in the nominee of the Developer such powers and authority of the Owner as is considered necessary for obtaining the requisite permissions, sanctions, approvals etc. for the development on the Said Land.
- The Developer, on receipt of the possession of the Said Land, will enter upon the Said Land for taking up the development activity after obtaining requisite permission and approval from the concern authorities. Further, the Owner shall execute a Special/General Power of Attorney/ Board Resolution in favour of the Developer and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:
 - Obtaining approvals/permissions/liaison and dealing with the concerned authority for the implementation of the objects of this Collaboration Agreement.
 - Conduct advertisement for launching / promotion.
 - Booking of the saleable areas of the Said Land either by itself or through its brokers, issue letter of allotment or execute Agreement for Sale with the prospective buyers, dealing with banks, financial instruments etc.
 - Issuance of loan documents in favour of the prospective buyers of saleable area of the Said Land.
 - Appoint architects, consultants, advisors, contractors, brokers, counsels and alike.
 - Receive booking, advance, interim, earnest deposit, sale price, security deposit, fee, charges or any other amounts payable by the allottee/ purchaser, transferee, lessee of the units/ plots/ villas in its name, including all amounts payable towards the sale proceeds, and give effective receipts and discharges in its own name.
 - To obtain the approval of the building plan of the saleable areas of the Said Land.

For Eldeco Infrastructure & Prop-Ltd.

Auth. Sign.

ADITYAKARI PROPERTIES LIMITED

AUTH.SIGN

- The Said attorney(s)/person(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney/Board Resolution will also include the right to initiate/defend legal cases for the protection of the titles and the possession of the Said Land. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is/are to be signed and executed by Owner for obtaining any requisite approval, the same shall also be signed by the Owner without delay. The Developer shall get the layout plan/zoning plan of the Said Land approved from the concerned authority in consonance with the rules and regulations as laid down in the relevant act in this regard.
- The Developer in lieu of the Owner allowing it to develop the Said Land shall share with the Owner the gross revenue i.e., revenue from operations which will be equivalent to the cost recognized by the Owners plus 2% margin on cost recognized for the particular year. The Parties further agree gross revenue shall be shared by the Developer to the Owner from the year it is recognized in the books of account of Developer.
- The Owner shall authorize the Developer through the aforesaid Power of Attorney/Board's Resolution to execute, sign and present for registration before proper registering authority, proper allotment/ agreement for sale/sale deed/conveyance deed for conveying the right, interests, liens and titles of residential plot(s)/units/floors/villa(s), commercial area etc. in the Project absolutely and forever in favour of the intending purchaser(s)/allottee(s) or his/her/their nominee(s) of the Project and to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser(s)/allottee(s) or to his or her nominee(s) either physical or constructive, as may be feasible.
- The Developer shall be entitled to engage architects, engineers, contractor, consultants and workmen for planning and completion of the Said Land and all their emoluments, fees, charges shall be borne and paid by it. The Developer shall be responsible for observance/compliance of all the rules and regulations governing employment of such workmen and payment of their wages or other dues. The Owner shall be kept indemnified in this regard.

For Eideco Infrastructure & Prop. Ltd.

Auth. Sign.

ADHIKARI PROPERTIES LIMITED

Auth. Sign.

- The Owner shall render to the Developer all assistance necessary and sign all applications, undertaking, representation, petition, indemnities, forms, affidavits, plans and all such other documents as the Developer may require in its name of its nominee for the purposes of the submission to the Director General, Town & Country Planning, Haryana/DTCP and/or any other Government or statutory authority to enable them to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the development of Said Land/Project including application for obtaining the licenses and sanctioned plans and or to carry out any modification or amendment therefore, for providing electric installations, water and sewerage connections and for all purposes till the duration and full implementation of the agreement in all respects. The Developer shall be entitled to obtain all licenses etc. in its favor as per the requirement of law and statute as the case may be for all/any applicable licenses.
- The entire expenses, cost etc. required for the development of the Said Land including infrastructure development cost (internal roads, landscaping, drainage, water network, electrification costs, labor, materials, etc.), statutory fees and charges viz scrutiny fees, License Fees, Conversion Charges, External Development Charges(EDC), State Infrastructure Development Charges(SIDC), interest on EDC/SIDC, Infrastructure Augmentation Charges, Electricity and Water charges, Security charges, and type of renewal charges/fee etc., as may be prescribed by the concerned Authority(ies)/department, shall be wholly to the account of the Developer.
- The Developer shall be entitled to raise loans in its own name from the bank/financial institutions for development of the Said Land by mortgaging the Said Land as well as receivable thereon and the Owner shall facilitate the same. There shall be no liability on the Owner for re-payment of the loans or any interest thereon.
- This Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the Parties hereto.

For Eldeco Infrastructure & Prop. Ltd.


Auth. Sign.

ADHIKARI PROPERTIES LIMITED

AUTH SIGN

- This Agreement is not and shall not, however, be deemed to be 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.
- If any provision of this Agreement shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall remain valid and enforceable.
- Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay on omission in the exercise of any right or remedy shall not be construed to be a waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
- All communications/notices between the parties sent through Registered Post or against receipt by hand at the addresses of the parties given above shall be deemed to be proper notice/communication.

17. The Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act-1975 and Rules 1976 till grant of final completion certificate of the Project or relieved of the responsibility by DTCP, Haryana, whichever is earlier.

18. The Collaboration Agreement shall be irrevocable and no modification/alteration etc. in the terms and condition of Collaboration agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana.

19. It is hereby expressly agreed by the Parties hereto that none of the parties shall take any step or action which may jeopardize the development of the Said Land in question and none of the parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the development of the Said Land.

For Eldaco Infrastructure & Prop. Ltd.


Auth. Sign.


Eldaco Infrastructure & Prop. Ltd.

2A) This Agreement shall be governed by and construed in accordance with the Laws of India, the Courts at Panipat, Haryana shall have exclusive jurisdiction on matter(s) pertaining to or arising from.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands on this Collaboration Agreement on the day, month and the year first hereinabove written in the presence of the following witnesses:

WITNESSES:

1. RTSL
RTSL
Indus

(OWNER)

2. Adhikari Properties Limited

Adhikari
Properties Limited

(DEVELOPER)

ADHIKARI PROPERTIES LIMITED
Adhikari
AUTH SIGN

For Evidance Infrastructure & Prop. Ltd
Auth, Sign

Arshian Kumar Chawla
Document Writer
Tehsil Compound, PANIPAT
Licence No. 3 of 1998

Dr. No.Dt.W.E
479 01/03/24 2024

Annexure - 1

Schedule of Land

Land admeasuring 14 Bigha, equivalent to approximately 2.9167 acres, situated at Sector 19A, Panipat, situated at Shimla Maulana, Panipat, Haryana:

Village	Khewat/ Khatauni No.	Killa No.	Area		Share	Final Area		Name of the Landowning Entity
			Bigha	Biswa		Bigha	Biswa	
Village Shimla Maulana Tehsil & District Panipat	102/128	941	3	0	Full			Adhikari Properties Limited (previously known as Adhikari Finvest Private Limited as well as Adhikari Properties Private Limited)
	942	3	0					
	102/127	943	3	0				
		944	3	0				
	101/123	945/1	0	11				
		948/1	0	14				
		949/1	0	15				
TOTAL			12	40		14	0	
Equivalent to approximately 2.9167 acres								

For Eldoco Infrastructure & Prop. Ltd.


Auth. Sign.

ADHIKARI PROPERTIES LIMITED


AUTH. SIGN.

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/01/2024

Certificate No. Q0P2024A120

GRN No. 111841683



307
4

Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Adhikari Prop Ltd

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village : Panipat

District : Panipat

State : Haryana

Phone: 90*****75



Buyer / Second Party Detail

Name : Eldeco Infrastructure and Prop Ltd

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village: Panipat

District : Panipat

State : Haryana

Phone : 90*****64

Others : Th Rajesh Kumar Khanna

Purpose : FEES FOR STAMP DUTY

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

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, ADHIKARI PROPERTIES LIMITED (previously known as Adhikari Finvest Private Limited as well as Adhikari Properties Private Limited) (hereinafter referred to as "Owner") having its registered office at Shop No. S-16, Second Floor, Eldeco Station 1, Sector-12, Faridabad-121007, through its Authorised Signatory Mr. Rajesh Kumar Khanna, duly authorised vide Board Resolution dated 25.01.2024, SEND GREETINGS:

WHEREAS:

- The Owner is the absolute owner and in lawful possession of and otherwise lawfully and sufficiently entitled to land admeasuring 14 Bigha (equivalent to 2.9167 acres), falling under Khewat/Khatauni No. 102/128 Khasra No. 941 (3-0), 942 (3-0), Khewat/Khatauni No. 102/127 Khasra No. 943 (3-0), 944 (3-0), Khewat/Khatauni No. 101/123 Khasra No 945/1 (0-11), 948/1 (0-14), 949/1 (0-15) Jamabandi Year 2019-2020, situated at Sector 19A, Panipat, situated at Gram Shimla Maulana, Panipat, Haryana (hereinafter referred to as "Said Land").

PAGE NUMBER-----2

ADHIKARI PROPERTIES LIMITED

AUTH.SIGN.

प्रलेख न:307

दिनांक:01-03-2024

डीड संबंधी विवरण	
डीड का नाम	GPA
तहसील/सब-तहसील	पानीपत
गांव/शहर	शिमला मोलाना
धन संबंधी विवरण	
राशि 0 रुपये	स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : Q0P2024A120	स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये	पेस्टिंग शुल्क 3 रुपये
EChallan:113570608	
Drafted By: कृष्ण चावला	
Service Charge:200	

यह प्रलेख आज दिनांक 01-03-2024 दिन शुक्रवार समय 1:38:00 PM बजे श्री/श्रीमती /कुमारी ADHIKARI PRO द्वारा राजेश खन्ना निवास पानीपत द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।



हस्ताक्षर प्रस्तुतकर्ता

ADHIKARI PRO द्वारा राजेश खन्ना



उप/संयुक्त पंजीयन अधिकारी (पानीपत)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Eldeco th राजेश कुमार खन्ना हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी राजू नम्बरदार पिता जोगिन्द सिंह निवासी फरीदपुर व श्री/श्रीमती /कुमारी राकेश पिता श्रीराम निवासी पानीपत ने की ।

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

दिनांक 01-03-2024

उप/संयुक्त पंजीयन अधिकारी(पानीपत)

For the purpose of undertaking construction and development of a residential project on the Said Land along with incidental and related facilities and infrastructure, the has engaged Eldeco Infrastructure & Properties Ltd, a company incorporated and registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, (hereinafter referred to as the "Developer") and granted exclusive construction, development, marketing and sale rights to the Developer in respect of the said residential project proposed to be constructed on the Said Land ("hereinafter referred to as the "Project") in terms of the Collaboration Agreement dated _____ registered at Panipat (hereinafter referred to as "Collaboration Agreement").

- As per the terms and conditions of the Collaboration Agreement, the Owner has agreed to execute a power of attorney in favour of the Developer for the purpose of development, construction, marketing, selling, obtaining necessary approvals/permission/consents and do other incidental and ancillary acts, deeds, things and matters for the development of the Project.

NOW KNOW WE ALL MEN AND THESE PRESENTS WITNESSETH that We, ADHIKARI PROPERTIES LIMITED, do hereby, jointly appoint, nominate and constitute Eldeco Infrastructure & Properties Ltd, through Mr. Parag Gupta and Mr. Sudhir Gupta severally or any of its duly authorized representatives appointed from time to time (herein "Attorney"), as our true and lawful attorney, to act for in the name and on behalf of the Owner and to act as the true and lawful attorney of the Owner, to do execute and perform all or any of the several acts, deeds, matters and things hereinafter appearing strictly subject to and in accordance with the terms of the Collaboration Agreement:-

- TO APPOINT OR NOMINATE, engage and authorize solicitors, advocates, pleaders, architects, structural engineers, consultants, contractors, electrical contractors, legal advisor, valuers and surveyors or any other person or persons etc. and to remove them or any of them, to appoint in their place any other solicitors & advocates, pleaders, architects, structural engineers, consultants, electrical contractors and legal advisor, valuers and surveyors, third party consultants, contractors, advisors, and agents and professionals as may be required as is expedient for the Project and to pay them such fees and remuneration as the Attorney shall deem fit and for that purpose to sign, execute, deliver and file necessary Vakalatnama, warrants, contract, tender, work order, letter of intent and authority letters or other necessary documents to act or any other papers or any other necessary authorities in respect of development of the Project. To appoint auditors and tax advisors in respect of the Project.

ADHIKARI PROPERTIES LIMITED

 AUTH.SIGN.

Reg. No. Reg. Year Book No.

307 2023-2024 4



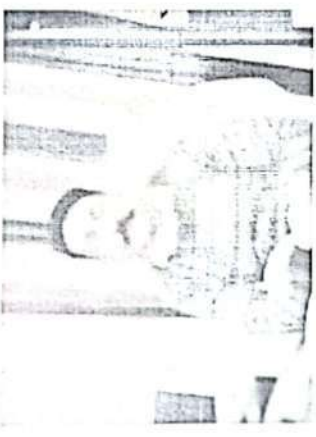
पेशकर्ता



प्राधिकृत



गवाह



उप/संयुक्त पंजीयन अधिकारी
DRO Panipat

पेशकर्ता :- ADHIKARI PRO द्वारा राजेश खन्ना

प्राधिकृत :- Eldeco th राजेश कुमार

खन्ना

गवाह 1 :- राजू नम्बरदार

गवाह 2 :- राकेश

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 307 आज दिनांक 01-03-2024 को बही नं 4 जिल्द नं 81 के पृष्ठ नं 6.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 718 के पृष्ठ संख्या 51 से 55 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 01-03-2024

उप/संयुक्त पंजीयन अधिकारी DRO Panipat

To appoint and enter into appropriate arrangements with the brokers, marketing agencies and estate agents and approve and process all invoices raised by the said marketing agencies, vendors and brokers/estate agents etc.

- TO DO, EXECUTE AND PERFORM all necessary acts, agreements, matters and things, including to deal and correspond with and to appear and represent the Owner before the concerned authorities, and to sign, execute, register and deliver all applications, representations, letters, forms, undertaking, declarations, documents, papers, plans, writings, indemnity bonds, communications, returns, statements, terms, conditions petitions and other documents and writings that may be required to Director General, Town and Country Planning Department, Haryana, Town and Country Planning Department, Haryana, District Town Planner, Panipat, Competent Authority/ies, Civil Aviation Authorities including the Directorate General of Civil Aviation and the Airports Authority of India, Ministry of Environment and Forests and Climate Change of the Government of India ("MOEF"), Haryana Real Estate Regulatory Authority ("RERA"), Forests Department, Pollution Control Board, Electricity Department, Water and Sewerage. Department, Fire Department, concerned development authority and/or any other competent authority and/or entity.
- TO ENTER UPON and take possession and control of the Said Land and every part thereof for the purpose of development, construction, marketing, sale, branding, implementation, monetization, promotion, booking, allotment, disposal, transfer, execution, completion and full implementation of the Project on the Said Land and to remain in sole possession and control of peaceful enjoyment of the Project and the Said Land or any part thereof until the completion of the development of the Project and the marketing, leasing or sale of the built up area/units in terms of the Collaboration Agreement.
- TO DEVELOP, construct, market, sell, execute, brand, implement, monetize, promote, book, allot, lease, license, dispose, transfer, complete and fully implement the Project, and own and dispose of the same in accordance with the terms of Collaboration Agreement.
- TO MANAGE THE PROJECT, Said Land and the common areas constructed upon the Said Land till the transfer/ assign such right of maintenance to the association/local bodies and to retain all benefits, consideration etc. accruing from such maintenance of the Project and handover the same to the association.

- TO MAINTAIN THE PROJECT and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies/ third parties for maintenance, collecting and utilizing the maintenance charges and deposits from the allottees/ purchasers of the units/plots as per the applicable law.

- TO APPLY FOR obtaining any permission, sanction or approval in respect of the development of the Said Land/Project which is inclusive of but not limited to sanction of layout plan, approval of building plan, obtaining occupation certificate, completion certificate from Director General, Town and Country Planning Department, Haryana, Town and Country Planning Department, Haryana, District Town Planner, Panipat, and such other permissions as may be required including permission from "MOEF", and other requisite government or semi government authorities and for the purpose of making all applications, petitions and representations to the concerned authorities being Competent Authority/ies, Civil Aviation Authorities including the Directorate General of Civil Aviation and the Airports Authority of India, RERA, Revenue and Forests Department, Pollution Control Board, Electricity Department, Water and Sewerage Department, Fire Department and/or any other authority or entity of State of Haryana, as may be applicable or any other authority or authorities either personally or through any stipulation or a condition, which may be imposed by such authority or authorities as the case may be.

- TO SIGN & PRESENT, lodge for registration, admit execution and to do and carry out necessary acts, agreements, deeds, matters and things under the provisions of the Registration Act, 1908 for the purpose of registration of Agreement for Sale/ Allotment Agreement/ Builder Buyer Agreement/ Conveyance Deed/ Sale Deed under Real Estate (Regulation and Development) Act, 2016, in connection with the saleable area (plotted area/built up area) in the Project and to take further necessary steps as the Attorney may deem fit only in accordance with provision of the Collaboration Agreement.

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- TO EXECUTE, make, sign, seal, deliver, acknowledge and perform all engagements, contracts, documents, indentures, declarations, bonds, deeds, assurances, papers, writings and things including instruments of transfer, with respect to the Project or the Said Land or part thereof that may be necessary or proper to be executed, made, signed, sealed, delivered, acknowledged and performed and to do all acts, matters and things that may be necessary for any of the purposes of these presents and the Collaboration Agreement and for all purposes incidental hereto.
- TO UTILISE the full development potential of the Said Land by way of saleable area, FSI, FAR, and/or otherwise, arising, originating and/or available, for construction and development of the Project, as may be legally permissible from time to time and to construct the building on the Said Land by utilizing such FSI, additional FSI, FAR etc in terms of the Collaboration Agreement.
- TO DO and carry out and/or authorise to do and carry out and/or cause to be done and carried out all the acts, deeds, matters and things and exercise all rights for the same and for full and complete development of the Said Land as envisaged in the Collaboration Agreement.
- TO PREPARE and submit plans and specifications, etc. in respect of development of the Said Land/Project and construction of building on the Said Land and for that purpose to apply to Director General, Town and Country Planning Department, Haryana, Town and Country Planning Department, Haryana, District Town Planner, Panipat, Competent Authority/ies, Civil Aviation Authorities including the Directorate General of Civil Aviation and the Airports Authority of India, MOEF, RERA, Revenue and Forests Department, Pollution Control Board, Electricity Department, Water and Sewerage Department, Fire Department and/or any other authority or entity of Haryana, and/or any other government, semi-government, local or public bodies or authorities concerned and all its respective departments (hereinafter collectively referred to as the "Authorities"), for the purpose of obtaining their approvals, sanctions, permissions for amendments, revisions, modifications, alterations, rectifications, additions and/or deletions to such layout plan, building plans and specifications and/or extension, renewal and revalidation thereof and for the purpose of the aforesaid to sign and execute in the name and on behalf of the Owner all building plans, layout plans, specifications, applications, undertakings and other papers required by the Authorities or any of them in relation to all things or matters for or concerning sanctioning or approving plans for development of the Said Land, construction of buildings and providing amenities on the Said Land and/or to the buildings to be constructed thereon.

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- TO LAUNCH the Project and issue advertisements in such mode as may be deemed fit by the Attorney and announce the development, construction, marketing, sale, execution, branding, implementation and monetization of the Project and invite prospective allottees, lessees, licensees, transferees etc. for allotment and sale of the Saleable Area and have the unhindered right to the marketing, branding and promotion of the Project in terms of the Collaboration Agreement.

- TO BORROW any amounts of money(s) or avail any other financial facilities or lending or loans from any financial or banking institutions and/or private parties for meeting the cost of the development and construction of the Project or for any other purposes whatsoever and to enter into arrangements, understandings, agreements including loan agreements, debenture trust deeds and debenture subscription agreements, for borrowing money(s) raising loan(s), taking any financial assistance from any person, financial and banking institutions and/or institutions and/or private parties, directly or indirectly, without requirement of obtaining any reference/ consent/ no-objection from the Owner and on such terms as the Attorney may deem fit in terms of the Collaboration Agreement.

- TO CREATE MORTGAGE or charge or encumbrance or security or lien over the Said Land and, or receivables of the Project or any part thereof and the development rights of the Attorney under the Collaboration Agreement to secure any loan/ financing granted by any person/ lender/ financial institution in relation to the Project and repayment of the principal, interest, default interest payable thereupon, and to execute and present for registration as deemed fit by the Attorney, all documents including but not limited to mortgage deeds, memorandum of entry, declaration, guarantees, hypothecation deeds, trust deed, pledge, no objection certificates, declaration, affidavits, powers of attorney, etc., as may be required to record or create such security/ mortgage/ encumbrance/ charge/ lien.

- TO MAKE applications to the competent/concerned authority for the purpose of obtaining part occupation certificate/occupation certificate and/or completion certificate of the Project as well as buildings/units to be constructed on the Project and for that purposes to sign all such deeds, documents and papers, etc.

Authorised Person (Name)

 AUTH.SIGN.

• TO MAKE application to the concerned authorities as to deposits, charges and other amounts required to be paid in relation to the Project and construction of buildings/units on the Said Land and ask for refund of such deposits/amounts paid by them and to apply for and obtain from such authority or any other concerned authorities necessary permission or no objection certificate for drainage connection, water connection, drainage completion certificate and other no objection certificate for the purposes aforesaid and to sign and execute in our names and on our behalf all necessary plans, applications, undertakings affidavits, documents and papers as the Attorney may require.

• TO MAKE application to have suspended or disconnected or for obtaining any or all service and utility connections in respect of the Project or any part/s thereof, including water, electricity, gas and telephone connections, and for such purposes, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute and submit to the municipal authorities, and/or any concerned telephone and telecommunications services providers, gas companies, and all other concerned service and utility providers and suppliers and Authorities, all necessary applications, forms, indemnities, undertakings, affidavits, declarations, documents and writings, and to pay all charges, fees, premium, deposits, amounts and levies whatsoever thereof, and to obtain refund thereof.

• TO PROTECT THE SAID LAND in such manner as the Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order.

• TO DEAL, correspond with and to appear and represent us before the concerned electricity / power provider and/or water supply provider and/or sewerage provider and/or any other public or private body, authority and/or person, for obtaining electricity, water and sewer connections during the course of construction and development, and to do and perform all necessary acts, deeds, matters and things for the same.

• TO CORRESPOND with the Authorities including the State Government and/or Central Government in all their departments for any matter in connection with or relating or touching development of the Said Land/Project as per the terms and conditions of the Collaboration Agreement.

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- TO REPRESENT & APPEAR on our behalf before all Authorities and parties, sign and execute all necessary applications, forms, appeals, indemnities, declarations and undertakings and to make such agreements and arrangements or any other deeds or documents with the Authorities concerned as may be necessary, required or advisable for or in connection with development of the Project or construction of buildings/units thereon as per the terms and conditions of the Collaboration Agreement.
- TO undertake marketing and promotion of the Project in any manner whatsoever, appoint brokers, agents, distributors for sale and marketing and to advertise any scheme proposed to be built up in such name and manner the Attorney deems appropriate.
- TO PERMIT HOME LOANS/ housing finance to the prospective purchasers in the Project and to do all such acts, deeds and things, as may be necessary, incidental or ancillary including signing of documents, affidavits, NOCs etc. as may be a requirement of the customers/ buyers/ banks and/ or financial institutions for grant of such loans.
- TO SIGN, ADMIT and EXECUTE loan documents and/or any other agreements, deeds, documents or any arrangements as may be required by the prospective purchaser of units/ plots/ villas for availing finances for purchasing of units/ plots/ villas by him/her/them.
- TO RECEIVE booking, advance, interim, earnest deposit, sale price, security deposit, fee, charges or any other amounts payable by the allottee/ purchaser, transferee, lessee of the units/ plots/ villas in its name, including all amounts payable towards the sale proceeds, and give effective receipts and discharges in its own names.
- TO GIVE RECEIPTS in respect of the sale proceeds and hand over ownership, possession, use or occupation of the saleable area (plotted area/built up area) of the Project.
- TO COMMENCE, prosecute, institute, defend, oppose and negotiate for settlement of any dispute and settle and appear on behalf of us and represent it in suits, appeals or revision proceedings and in all actions and legal proceedings, whether civil, criminal, original or appellate side and in all applications, petitions in any Court of law in India or Tribunal in respect of Said Land /Project.

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- TO SIGN, verify, depose, apply, present and declare plaints, petitions, written statements, consent terms, compromise, replies, affidavits, declarations, memorandum of appeals, applications, complaints, representations, to withdraw any money deposited in any court and other necessary papers or documents for all or any of the purposes aforesaid in respect of the Said Land/Project.
- TO APPEAR, act and represent us in all courts, civil, criminal or any tribunal specially constituted under any law or any officers or authorities or courts or tribunals thereunder, to defend or prosecute any action pertaining to the development of the Project and/ or otherwise occupation and use of the Said Land, who are or may be obstructing or hindering the development work and to do all things required to be done in that behalf.
- TO UNDERTAKE and execute all acts, deeds and things that may be required under or in relation to the Real Estate (Regulation and Development) Act, 2016 and all rules, notifications and directions under or in relation to the same. To appear before the RERA, its appellate authority and all courts and tribunals having related jurisdiction, and defend, settle, compromise or abandon any legal proceeding and other matters concerning the Project or any part thereof.
- AND TO operate master collection escrow account, RERA bank accounts and/ or any edit therein and/ or other bank accounts in respect of the Project exclusively.
- AND ALSO for better and more efficient doing, effecting and perfecting the several matters and things aforesaid to appoint from time to time or generally such person or persons as the Attorneys may think fit as substitute/s or deputy/s to do, execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or others in his place or their places and the Owner hereby agree at all times to ratify and confirm whatsoever the Attorney or any such substitute/s or deputy/s shall lawfully do or cause to be done in respect of the Project.

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- AND GENERALLY to do everything whatsoever, which may be deemed necessary, proper or expedient for development of the Project, but as per the terms and conditions of the Collaboration Agreement.
- AND GENERALLY to do, execute and perform and cause to be done, executed and performed all acts, deeds, matters and things, as the Attorney shall think fit and proper for the purpose of development of the Project, but only as per the terms and conditions of the Collaboration Agreement, as amply and effectually as the Owner themselves and/or their respective successors could have personally done.

The Owner hereby declare and confirm that the powers conferred herein upon the Attorney can be exercised by any of its directors/ authorized representative(s) duly authorized under a resolution passed in the meeting of its board of directors.

The Owner hereby declares that all acts, deeds, matters and things given or done by the Attorney as for the aforesaid purpose shall be as good and effectual to all intents and purposes whatsoever as if the same had been signed, sealed and delivered given or made by the Owner.

The Owner undertakes and confirms that if required for whatever reasons and on the instruction of the Attorney, the Owner shall execute or cause to execute such documents as may be required by the Attorney to give full effect to the powers granted to the Attorney hereinabove.

This General Power of Attorney cannot be cancelled, revoked or modified without the prior written consent of the Attorney and the Owner hereby agrees to ratify and confirm all acts, deeds and things that the Attorney shall or may lawfully do or cause to be done in pursuance of this POA including the appointment of further attorney(s).

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AUTH. SIGN.

AND IT IS HEREBY FURTHER AGREED AND CONFIRMED THAT the powers and authorities herein conferred on the Attorney shall remain co-extensive and co-terminus with the Collaboration Agreement.

Capitalized terms and expressions used, but not defined herein shall have the same meaning ascribed to such terms and expressions in the Collaboration Agreement.

IN WITNESS WHEREOF, We Adhikari Properties Limited have hereunto set their hands at Panipat on ____ day of March, 2024.

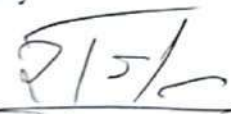
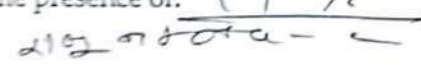
SIGNED AND DELIVERED BY

For Adhikari Properties Limited


Authorised Signatory AUTH SIGN.


Arishan Kumar Chawla
Document Writer
Tehsil Compound, PANIPAT
Licence No. 3 of 1998
Sr. No. 1721 Dt. 01/03/24 W.F.

In the presence of:


1. 
2. 
3. 