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COLLABORATION AGREEMENT

This Collaboration agreement is made and executed at Faridabad on this the 20th day of August 2020.

BETWEEN

- Mr. Dinesh Sharma @ Dinesh Kumar son of late Shri Premraj son of late Shri Leela Ram, resident of 389, Masjid Moth, New Delhi-1100049 hereinafter referred to as "Owner-1";
- Mr. Madhukar Sharma @ Madhukar son of late Shri Premraj son of late Shri Leela Ram, resident of 279, Jyeshthpura Baad Kumta, Baad Kumta – 581351, Uttar Kannada, Karnataka also at 389, Masjid Moth, New Delhi-1100049, hereinafter referred to as "Owner-2";

Owner-1 and Owner-2 are hereinafter collectively referred to as the "Owners", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders, of the ONE PART.

AND

M/s Adore Buildtech LLP, a limited liability partnership firm duly incorporated and validly existing under the Limited Liability Partnership Act, 2008, having its registered office at H. No. A-43, First Floor, Front Side Shera Mohalla Garhi, Near East of Kailash, New Delhi – 110 065, acting through its Partner, Sh. Jetaish Gupta duly authorized by Resolution dated 20.08.2020, hereinafter referred to as the "Developer", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders, of the OTHER PART.

The Owners and the Developer are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

- A. AND WHEREAS the Owners are exclusively the legal and actual physical owner in vacant and peaceful physical possession of the land situated in the revenue estate of village Chandawali, Tehsil Ballabgarh, District Faridabad, Haryana as per details given below:
 - a. Khewat no. 236 Khatani no. 256 Rectangle no. 13 Kila no. 23/1/2 Kila no. (0-10), 23/2/2 (0-10) Rectangle no. 14 Kila no.3/1 (7-13), 8/2 (7-13), 13/1(7-13) total admeasuring 23 Kanal 19 Marlas vide Jamabandi for the year 2016-17, where in Owner-1 and Owner-2 are jointly equally entitled to the said land;

Thus, the Owners are legal and beneficial owners of the aforesaid land admeasuring 23 Kanal 19 Marlas (2.99 Acres) (hereinafter referred to as the "said Land") situated

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		दिनांक:09-03-2021		
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डीड का नाम AGREEMENT	COLLABORATION			
तहसील/सब-तहसील	बल्लभगढ			
गांव/शहर	चन्दावली			
	धन सबंधी	विवरण		
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in the revenue estate of village Chandawali, Tehsil Ballabgarh, District Faridabad, Haryana.

- B. AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities and is further financially and technically capable to undertake the development works as per the terms of license/change of land use that will be granted by the relevant authorities /departments of the State of Haryana.
- C. AND WHERAS the Owners further represent and warrant that there are no pending disputes, litigations and acquisition notices against the said Land and the Owners hold absolutely clear and legally valid title of the said Land without any encumbrances, charges, notices, liens, third party rights, attorneys and no other person is having any right, title or interest in the said Land other than the Owners. The said Land is not forming part of any other HUF or partnership firm.
- D. AND WHEREAS the Owners had represented and warranted that the Owners hold absolutely clearly, validly and legally transferable marketable rights, title and interests in the said Land and are therefore capable of entering into this Collaboration Agreement with the Developer.
- E. AND WHEREAS the Owners had agreed and consented for the development of the said Land into residential, commercial, institutional, affordable housing, plotted, IT or any other appropriate use as may be permitted in accordance with the existing policies, norms, rules or byelaws of the authority of the State of Haryana as per the Developer's discretion and the Owners have further agreed and consented to the Developer to carry out the development and construction works of the said appropriate project as per the terms of the license / conversion of the land use that may be granted by the relevant authority / department of the State and the Developer has agreed to undertake the same on the mutually agreed terms and conditions and the same are recorded hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owners hereby grant and convey their permission, consent and approval to the Developer and the Developer hereby agrees and accepts to develop, construct, market, sell and obtain all relevant approvals, sanctions, permissions and noobjections from all appropriate authorities to develop any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter including any residential group housing colony, affordable or otherwise, plotted colony, affordable or otherwise, commercial colony, institutional colony, IT – cyber park, SEZ or any other projects or combination of any of the above as may be permitted in accordance with the prevalent policies of the authority.

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- 2. That the entire costs and expenses required for carrying out construction, development and completion of the intended project or projects including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses to be obtained in respect to the Land shall be solely and exclusively borne by the Developer. The Owners shall not be responsible for the payment of any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect and entire financial costs, expenses, charges, fees or any other expense shall be solely and exclusively borne by the Developer.
- 3. The Parties have agreed that in lieu of the mutual covenants of the Parties, the Owners have agreed to retain 40% of the available built-up area over the said Land and transfer and convey the balance available built up area over the said land (FAR) to the Developer out of the total FAR which will be available over the said Land in accordance with the terms of the License(s), approvals, sanctions and permissions that will be obtained qua the said Land by the Developer.
- The Developer is hereby making the payment of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs only) to the Owners as consideration as per details given below:

Name	Amount (in Rs.)	Cheque no ./ Date	Drawn on
Owner -1	75,00,000/-	000107/	KVB, Faridabad
Owner -2	75,00,000/-	000108/	KVB, Faridabad
Total	Rs. 1,50,00,000/-		

The Owners do hereby acknowledge the receipt of the aforesaid sums from the Developer simultaneous to the execution of the Agreement.

The Parties have further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owners shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever, as the said enhanced FAR shall be available only upon payment of various extra charges to the authorities and therefore the benefit of any enhanced FAR in future shall be to the benefit of the Developer only. The Owners shall not be entitled to receive any further consideration or allocation of additional FAR on account of the same.

Upon the grant of the license(s) to develop the said Land, the Developer shall, with the permission of the Owners be entitled to enter upon and carry out the work of measurements, inspection, soil testing, development, marketing, sale and construction of the project or projects as may be approved by the appropriate authorities as may be allowed under the prevalent norms, statutes, rules, policies and byelaws of the authority / department of the State over the said Land and the Owners shall neither delay the grant of the said permission nor withheld the said permission unreasonably

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to enter upon the said Land. The development of the project or projects on the said Land shall be done by the Developer at its sole discretion without any interference or objection from the Owners.

7. That the Owners agree that after the grant of the license(s) to develop the said Land, the Developer shall have all the powers and authority of the Owners as may be necessary for the development, construction, marketing, sale and completion of the proposed project or projects on the said Land as desired by the Developer without any objection or interference from the Owners or their legal heirs and representatives.

8. Upon the grant of the license(s) to develop the said Land into project(s), the Developer shall for and on behalf of and in the name of the Owners apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project(s) on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or deem fit by the Developer.

9. "The Developer shall file appropriate applications with the Director General, Town & Country Planning- Haryana (Chandigarh) ("DGTCP") subject to the Owners signing all the applications, undertakings, affidavits, agreements, bonds and other documents to pursue the said applications for grant of license(s) for the development of project(s) over the said Land and represent the Owners at all forums and offices including DGTCP, HUDA and government of Haryana. The Owners also agree to execute a special power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) as may be required by the Developer for the purposes of filing and obtaining all sanctions, licenses, approvals, permissions and no-objections for development, construction, marketing and sale of the project(s) from the appropriate authorities.

10. The Developer shall develop, construct, market, sell and complete the project(s) on the said Land at its own costs, expenses and resources only after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owners shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals pertaining to construction, development, marketing, sale and completion of the project(s).

11. The responsibility of obtaining the license/conversion of land use shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from Director General Town and Country Planning, Haryana, Chandigarh and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantees etc. for the payment of External Development Charges, Internal Development Charges or any other charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners. However, it is agreed between the Parties that if as per the terms of Policies.

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of DGTCP, Haryana, the payment of any development charges can be deferred or waived but the same is subject to mortgaging any part of the approved layout plan then the Owners, on the request of the Developer, shall sign all such documents or deeds for creating the mortgage in favour of the department and to which the Owners shall not refuse to create such mortgage of the developable area with the department.

12. The Parties have agreed that the building plans shall be filed for permission to construct the maximum permissible covered area on the said Land and for obtaining the maximum permissible FAR over the said Land as per the terms of the license(s) that may be granted by DGTCP.

13. The Parties have agreed that if as per the terms of the letter of intent or as per the policies of the Department of Town and Country Planning, Haryana if any approved area over the said Land is required to be mortgaged with any authority / department then the Owners shall sign and execute all such documents, agreements and mortgage, charge or lien documents as may be required to create the mortgage in favour of such department which shall be a pre-requisite to obtain the license(s). The Owners shall without any demur or protest shall sign all such agreements, affidavits and undertakings as may be required for the purposes of obtaining the letter of intent(s) or license(s) as per the policies of the department / authority and for creation of mortgage in favour of the department / authority.

14. The Owners, their legal heirs or any of their authorized representatives shall not interfere with or obstruct in any manner with the execution and completion or work of seeking approvals, license(s), development, construction, marketing and sale of the project(s) on the said Land at any point of time in present or in future.

- 15. The Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole and exclusive responsibility of the Developer.
- 16. All rates, cesses, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of the sale deed of the said Land as per the terms of this Agreement, shall be the exclusive responsibility/liability of the Owners, after the said date the same shall be the exclusive responsibility of the Developer.
- 17. The Owners declare and assure the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, acquisition notices, claims and litigations, whatsoever. The Owners have not received any notice from any authority in respect of the said Land. The Owners further agree and undertake to keep the said Land free from all

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encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.

- 18. The Owners agree, confirm and assure that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owners shall compensate the Developer for all damages, loss of business, costs, expenses and liabilities that may arise or accrue on the Developer as a result thereof.
- 19. In case the government of Haryana initiates any new acquisition proceedings of the said Land then the Owners shall be entitled to receive compensation directly from the government or any of its authorities subject to the Owners making refund (including interest if any) of all the amounts received from the Developer against the said Land under this collaboration agreement as well as under other agreements executed between the Parties.
- 20. In case the said Land or any part thereof now declared to be belonging to the Owners is lost or found wanting on account of any defect in the title of the Owners or right of the Owners to transfer the same or any other person claiming title paramount to the Owners or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owners, the Owners shall be liable towards the Developer for all the damages, losses, liabilities and costs sustained, incurred or exposed to by the Developer. Accordingly, the Owners jointly and severally agree and undertake to keep the Developer and / or its nominees, harmless and indemnified against all claims, damages, losses, costs and expenses which the Developer and / or its nominees may incur or become liable to pay on the aforesaid account.
- All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
- 22. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this Agreement.
- 23. Only after the grant of the licence(s), the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines, e-marketing and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to his portion of the project.
- 24. All the original papers, title documents relating to the said Land shall be shown to the Developer whenever required by the Developer and the same shall be handed over to the Developer at the time of registration of the sale deed.

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- 25. The Owners and the Developer shall be bound to comply with all the terms and conditions of license(s) in respect of the project(s) sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owners in this regard.
- 26. In the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a single arbitrator to be appointed jointly by both the parties in accordance with the Arbitration and Conciliation Act, 1996 or any of its statutory amendments, modifications, thereof. Subject to the arbitration between the Parties the Courts at Faridabad shall alone have the jurisdiction to entertain and decide such dispute.
- 27. The Owners and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will. There is no legal impediment or bar whereby the Owners can be prevented from selling, transferring and vesting the absolute rights, title and interests in the said Land in favour of the Developer or that prevents the Owners from entering into the Agreement and execute and register sale deed or any other document as per the terms of the Agreement in favour of the Developer.
- 28. This Agreement shall not create the relationship of the partnership between the Owners and Developer.
- 29. This Agreement is irrevocable and shall remain binding on the Parties.
- 30. The Parties have agreed to not to amend, supplement and, or cancel any of the terms of this Agreement and if required the Parties shall obtain the prior written permission from the Director General Town and Country Planning, Haryana before making any amendment, supplement and, or cancelling the terms of this Agreement.
- 31. The Developer shall always comply with all the terms and conditions as may be incorporated in the letter of intent and license to be granted by the Director General Town and Country Planning, Haryana in respect to the said Land. The Developer shall always comply with the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules framed thereunder. The Developer shall remain bound with the terms and conditions until the Developer obtains the Final Completion Certificate or till DGTCP specifically allows the release of the Developer from complying with such terms and conditions.
- 32. The Owners have not caused any such act, deed or thing which had devalued or diminished the value of the said Land.
- 33. The Owners have neither entered into any written or oral agreement for the sale of the said Land with any other third party nor created any third party rights, title and interests over the said Land by the execution of any other form of document nor have

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encumbered or created any charge, encumbrance or lien over the said Land in any other manner whatsoever.

- 34. The Owners are executing this Agreement without any force, pressure, coercion or influence from and on behalf of the Developer of any kind whatsoever. The Owners are executing this Agreement out of their own free will and conscience. The Owners are in fit mental condition and are not under the influence of any drugs or medicines which can affect the mental condition of the Owners.
- 35. The Owners admit and acknowledge that the consideration agreed herein by the Owners is sufficient and valuable consideration.
- 36. The Owners have read and understood the terms of the entire Agreement and annexures in their vernacular language and after understanding the terms are executing the Agreement out of their own free will and conscience.

IN WITNESS WHEREOF the Parties have signed this Collaboration Agreement at Faridabad on the date, month and year first above written in the presence of witnesses.

Dinesh Sharma @ Dinesh Kumar OWNER -1

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Madhukar Sharma @ Madhukar OWNER -2

PARTNER

For ADORE BUILDTECH LLP For Adore Buildtech LLP

Jetaish Gupta Partner DEVELOPER

ATENERURE- 1 Supplementing Amarman alper letter of Intent usued by DTCP Haryana vinle Momo No LC - 4323-2652) 2021/3404 dated 11/02/2021

WITNESSES:

1. HEMAN RUMAR SHARMA

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ANNEXURE - I

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement (supplementary to the Collaboration Agreement dated $2\sqrt{sy/2}$ is being entered into on this 09^{11} day of 202021 at Faridabad by and between:

- Mr. Dinesh Sharma@ Dinesh Kumar son of late Shri Premraj son of late Shri Leela Ram, resident of 389, Masjid Moth, New Delhi-110049 hereinafter referred to as "Owner-1";
- Mr. MadhukarSharma@ Madhukar son of late Shri Premraj son of late Shri Leela Ram, resident of 279, Jyeshthpura Baad Kumta, Baad Kumta – 581351, Uttar Kannada, Karnataka also at 389, Masjid Moth, New Delhi-110049, hereinafter referred to as "Owner-2";

Owner-1 and Owner-2 are hereinafter collectively referred to as the "Owners", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders, of the ONE PART.

AND

M/s Adore Buildtech LLP, a limited liability partnership firm duly incorporated and validly existing under the Limited Liability Partnership Act, 2008, having its registered office at H. No. A-43, First Floor, Front Side Shera Mohalla Garhi, Near East of Kailash, New Delhi – 110 065, acting through its Partner, Sh. Jetaish Gupta duly authorized by Resolution dated 20.08.2020, hereinafter referred to as the "Developer", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders, of the OTHER PART.

The Owners and the Developer are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

RECITALS:

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WHEARAS the Ownershad entered into a Collaboration Agreement dated 2 of 02 (20) ("Collaboration Agreement") with the Developer with respect to the land situated in the revenue estate of village Chandawali, Tehsil Ballabgarh, District Faridabad, Haryana vide Khewat no. 236 Khatani no. 256 Rectangle no. 13 Kila no. 23/1/2 Kila no. (0-10), 23/2/2 (0-10) Rectangle no. 14 Kila no.3/1 (7-13), 8/2 (7-13), 13/1(7-13) total admeasuring 23 Kanal 19 Marlas

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For ADORE BUILDTY CHILL

(2.99 Acres) (hereinafter referred to as the "said Land") vide Jamabandi for the year 2016-17.

AND WHEREAS in furtherance to the terms of the said Collaboration Agreement, the Developer had obtained a Letter of Intent (LOI) vide Memo No. LC-4323-JE(SK)-2021/3404 dated 11.02.2021 to develop the said Land into an affordable group housing colony in terms of the Affordable Housing Policy, 2013 (as amended uptodate). The Developer has been asked by the Department of Town and Country Planning, Haryana ("DTCP") to comply with the terms and conditions as mentioned in the LOI dated 11.02.2021 and this Supplementary Agreement is being executed between the parties to comply with the terms of the said LOI and to file the compliance of said LOI with DTCP at the earliest.

AND WHEREAS NOW the Parties are executing this supplementary agreement for recording the supplementary terms and conditions to the Collaboration Agreement to ensure compliance of the conditions of the LOI and the same are mentioned hereinafter:

NOWIT IS HEREBY DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- That the Parties have agreed that the Developer shall be responsible and liable for compliances of the terms and conditions of the licences that will be granted by DTCP as well as to comply with the provisions of the Act of 1975 and the Rules of 1976 till the grant of final completion certificate of the Affordable Housing Colony or DTCP relieves the Developer of its responsibilities and obligations, whichever is earlier.
- That the terms of the Collaboration Agreement shall be irrevocable and no modification or alterations of the terms and conditions of the Agreement can be undertaken except after obtaining prior written approval of DTCP.
- That the remaining terms and conditions of the Collaboration Agreement shall remain binding on the parties.
- That in the event of contradiction between the terms and conditions of the Collaboration Agreement and terms and conditions of this Supplementary Agreement, the terms of this Supplementary Agreement shall prevail.
- That any disputes arising out of or in connection with this Supplementary Agreement shall be dealt with in accordance with the agreed terms of the Collaboration Agreement.

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For ADORE BUILD / ECH LLP

IN WITNESS WHEREOF the Parties have signed this Supplementary Agreement on the date, month, year and place hereinabove mentioned in the presence of following witnesses.

Dinesh Sharma @ Dinesh Kumar OWNER -1

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Madhukar Sharma @ Madhukar OWNER -2

For Adore Buildtech LLP For ADORE BUILDTECH LLP

PARTNER

Jetaish Gupta Partner DEVELOPER

WITNESSES: June

1. HE MAND KUMAR CHARMA

RIO VILLAGE CHANDADAL P.S. BALLADEALY HARTANA

2. RADEEU RADOND KUMM SID LATE SN. SIDNESWAR PRASAD RID 109, COUNER JIMAR RID 109, COUNER JIMAR RID 109, COUNER JIMAR

Reg. No. Reg. Year Book No. 6720 2020-2021 1 पेशकतां दावेदार गवाह

पेशकता :- DINESH SHARMA U	RF DINESH KUMAR MAD	
MADHUKAR		
दावेदार :- MS ADORE BUILDTEC	HLP THROUGH JETAIS	H THE SEAL OF
गवाह 1 :- Gajraj अर् जराय/92	1/1	्र कार्यालय व्ह
गवाह 2 :- HEMANT KUMAR SHA	RMA	ि कार्यालय स्
я. Я	माण पत्र	ित्त (बल्लमगढ़ / 8)

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6720 आज दिनांक 09-03-2021 को बही नं 1 जिल्द नं 0 के पृष्ठ नं 64.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 13 के पृष्ठ संख्या 4 से 8 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेजि के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

उप/सयुंक्त पंजीयन अधिकारी(बल्लभगढ)

दिनांक 09-03-2021