Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 13/04/2021

Certificate No. G0M2021D835

GRN No. 76433134

Stamp Duty Paid : ₹ 1561000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Rao Inderjit singh Huf

H.No/Floor : 6 Sector/Ward : Na LandMark : Lodhi estate

City/Village : New delhi District : Delhi State : Delhi

Phone: 97******70

Buyer / Second Party Detail

Name : Raj Buildwell Private limited

H.No/Floor : 41a Sector/Ward : Na LandMark : Ring road lajpat nagar iv

City/Village: Delhi District : Delhi State : Delhi

Phone : 97******66

Purpose : REEMENT

The au ... be verified by scanning this QrCode Through smart phone or on the website https:

COLLABORATION AGREEMENT

This Collaboration Agreement (**"Agreement"**) is made and executed on this 15th day of April, 2021 by and between **RAO INDERJIT SINGH (HUF)**, represented through Sh. Rao Inderjit Singh s/o Sh. Rao Birender Singh, R/o House No. 6, Lodhi Estate, New Delhi (AADHAR Number : 2838 5760 8187)(hereinafter referred to as the **"Owner"**, which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to include its successors, legal representative and permitted assigns); and **RAJ BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 41A, Ring Road, Lajpat Nagar - IV, Captain Gaur Marg, New Delhi – 110024,India through its authorized signatory Mr. Pawan Kumar Bohara (AADHAR Number : 2859 7217 0733) authorized vide resolution passed in the board meeting held on April 13, 2021 (hereinafter referred to as the **"Developer"**, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, legal representatives and permitted assigns).

The Owner and the Developer are hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**.

WHEREAS:

(A) The Owner is the legal and beneficial owner of a contiguous parcel of land admeasuring 2.7875 (two point seven eight seven five) acres situated in Rect. No. 11Killa No. 3/2/2 (3-12), Killa No. 4 (7-11), Killa No.5 (7-11) and Rect. No. 12 Killa No. 1/1 (3-12) totaling 22 (twenty two) Kanals and6 (six) Marlas (i.e. 2.7875 (two point seven eight seven five)acres) all falling in Village Fazilpur Jharsa, Sector71, Tehsil Badshahpur

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

पेश कर्ता

आज तिथि 15-4-2021 वराज बामुताबिक शनिवार सांय 12:07 सम्वत..... समय 12:07 बजे दिन के श्री इन्द्रजीत सिंह पुत्र श्री किशन सिंह निवासी 6 लोधी एस्टेट दिल्ली पत्रिका Collaboration Agg. हमारे सम्मुख कार्यालय सब रजिस्ट्रार में रौबरू तसदीक रजिस्ट्री पेश किया।

Sub Registrar
Badshahpur

मज़मून वसीका हजा श्री इन्द्रजीत सिंह बाया ने बाहजर श्री पवन कुमार बोहरा सा० पुत्र सुभाष व समझाया गया जिन्होंने सुनकर व समझकर तहरीर व तकमील पत्रिका को स्वीकार किया हमारे सम्मुख मुकरर्री

रजरोयत को मु०.....

शक्ल कमीशनी और तिजारत रकबाये ज़ेर रकम की वसूली व मुकर्री बाया ने पहले सेल स्वीकार किया

गवाहान श्री श्री रमेश लाल यादव S/o मुकरम नि 44 SGC Seal 99 44M

व श्रीमति प्रभावती मेहता W/o नरेश मेहता R/o F-3 लाजपत नगर-1 नई दिल्ली 24

साक्षीयान पहचान करते हैं॥ साक्षी प्रथम को हमने स्वयं पहचाना है ॥ जो साक्षी द्वितीय की पहचान करता है॥

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Badshahpur

बायान

For RAJ BUILDWELL PVT. LTD.

मुकर्री

Director/Authorised Signatory

& District Gurgaon, Haryana ("**Land**") as more particularly described in **Schedule I**;

(B) The title deed of the Land stands in the name of Sh. Rao Inderjit Singh,s/o Sh. Birender Singh though as stated above legal and beneficial ownership is of the Owner i.e. Rao Inderjit Singh (HUF);

(C) Both the Parties are desirous of development of a residential plotted colony on the Land under Deen Dayal Jan Awas Yojna ("**DDJAY Scheme**") and have decided to enter into the present Agreement in terms of which: (i) the Developer shall seek to obtain the appropriate development licenses from the offices of Director, Town & Country Planning or other requisite government authority in Haryana ("**DTCP**") for setting up of a residential plotted colony on the Land under DDJAY Scheme; and (ii) the Developer to undertake the plotting and external development as required under the DDJAY Scheme over the Land; and the Owner has represented and assured the Developer that the Owner has all necessary, absolute, legal and beneficial ownership rights, title and vacant/ peaceful possession of the Land having acquired it in accordance with all applicable laws; and

(D) Relying on the representations, warranties, stipulations, assurances and undertaking of the Owner, including as set forth in all of the above recital, (i) the Developer has agreed to acquire from the Owner, exclusive and absolute development/ construction rights and entitlements over the Land held as stock in trade by the Owner and the Owner has agreed to transfer and assign all such exclusive Development Rights (*as defined hereinafter*) and entitlements over the Land held as stock in trade to the Developer, and (ii) the Developer has agreed to apply and seek license for setting up of a residential plotted colony on the Land under DDJAY Scheme in such manner, and on such terms and conditions as contained hereinafter.

NOW THEREFORE, INCONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH INTHISAGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE IRREVOCABLY LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEVELOPMENT LICENSE.

1.1. The Developer shall be responsible to seek migration of the license obtained by the Owner to residential plotted colony on the Land under DDJAY Scheme. The Parties agree that the term "**Development License**" capitalized and used in this Agreement shall mean development license to be granted by DTCP/ other Government Authorities (*as defined hereinafter*) for development and construction of a residential plotted colony on the Land under DDJAY Scheme. The Developer has already made an application seeking the migration of the license to residential plotted colony on the Land under DDJAY Scheme.

2. THE PROJECT AND THE COLLLABORATION.

2.1. The Parties agree that the "**Project**" proposed to be developed by the Developer on the Land shall mean and refer to the development of residential plotted colony and external development within the Land under DDJAY Scheme and marketing/ promotion/allotment/ lease/ sale/ transfer of the Developer's Share (*as defined hereinafter*),in accordance with the Development License and all other activities incidental or related thereto. The Developer shall at its own cost and expenses obtain all requisite Approvals (*as defined hereinafter*) for implementation and execution of the Project (as deemed fit by the Developer) and a zoning of the Land as per the applicable regulations of DTCP, which will be combined zoning with the other land of the Developer, and the Owner shall provide all reasonable assistance and cooperation in order to enable the Developer to obtain all such Approvals for the Project.

2.2. The Development Rights (*as defined hereinafter*) hereby stand, sold, transferred and assigned in favour of the Developer, and the Developer hereby acquires from the Owner the exclusive Development Rights over the Land and the Parties agree that hereafter the Development Rights shall vest in the Developer subject to the terms and conditions as agreed herein. The Owner hereby agrees and undertakes not to disturb, interfere

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

गवाह नं. 1

श्री गयाचरण लाल पाठक

गवाह नं. 2

Vaishali

श्रीमति वैशाली

प्रमाणित किया जाता है कि फैरीकेन
व साक्षीगण के निशान अंगूठा/
हस्ताक्षर हमारे सामने कराए गए।

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Sub Registrar
Badshahpur

with or interrupt the construction and development activities carried out by the Developer for the purposes of the Project and/or commit any act or omission that may result in stoppage or delay of, or are detrimental to, the development/ construction activities to be undertaken by the Developer or any of the Development Rights of the Developer.

2.3. The Developer shall, at its costs and expenses, carry out the plotted development and external development within the Land under the DDJAY Scheme. The Developer shall, at its costs and expenses, obtain all requisite approvals, authorizations, licenses, permissions, consents, no objection certificates and the zoning plan, for the development, construction, marketing and sale of the Project on the Land including without limitation environmental clearances, zoning approval, change of land use, conversions, service plan estimates, power/ water/ other utilities connections, mining approval, occupancy certificates, completion certificate and all other approvals and/or permissions from any other statutory or Governmental Authorities whether State or Central, required for purposes of development of the Project (collectively the "**Approvals**"). The Owner shall be responsible for the sale of the Owner's Share (*as defined hereinafter*) in the Project. In the event, the Owner requests the Developer to market and sell the Owner's Share, then the Developer will market and sell the Owner's Share, and any proceeds received from the same will be paid to the Owner after deducting brokerage fees to be paid to the Developer.

2.4. The Developer shall solely bear the entire cost of development of the Project and/or charges to be paid for modification of plans, deposits (including water and electricity deposits), payments for the temporary connection of water and electricity (including for consumption thereof), taxes thereon; or other payments payable to engineers, contractors, staff and workmen shall be the sole responsibility and shall be borne and paid for by the Developer. The Parties hereby acknowledge that the entire amount of EDC ("**External Development Charges**")/IDC ("**Infrastructure Development Charges**") etc. has been paid by the Developer. Any enhanced EDC/ IDC along with interest and penalty if any, payable to the DTCP, Haryana or any other Government Authority for the Developer Share will be paid by the Developer; and for the Owner Share will be paid by the Owner. Any amount received from the purchasers towards EDC/ IDC of the area forming part of the Owner's Share shall belong and retained by the Owner and the Developer will not have any claim on the same, and any EDC/ IDC with respect to the Developer's Share shall belong and be retained by the Developer only, and the Owner shall not have any claim on the same. The bank guarantees for IDW shall be provided by the Developer. The Developer shall not be entitled to create any mortgage over any part of the Land.

2.5. Simultaneously with the execution of this Agreement, the Owner shall handover the possession of the Land to the Developer. The Developer shall have the right to enter upon the Land directly or through its nominees, agents, architects, consultants, representatives, contractors, to do all such acts and deeds required and/ or necessary for, exercising any of the rights under this Agreement and for the implementation and development of the Project.

2.6. The Parties agree that simultaneously with the execution and registration of this Agreement, the Owner shall execute and register a power of attorney in favour of the Developer which shall be in the form set forth in **Schedule II** hereto ("**POA**"), which shall, at all times, be read as part of this Agreement. The Parties agree and acknowledge that the Developer shall be entitled to appoint one or more nominees/ substitutes under the POA for exercising any or all the powers and authorities thereunder.

2.7. The Developer shall carry out all the infrastructure and related work for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities on the Land as may be required by any Approvals, layout plan,or order of any Governmental Authority. As part of the Development Rights granted hereunder, the Developer shall be entitled to launch the Project; and to make booking, advances and, or, sale/ leasing of the plots of the Developer's Share and to exercise full, free, uninterrupted, unfettered, absolute, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of Developer's Share by way of sale, lease, license or any other manner of transfer or creation of third- party rights therein, and enter into agreements with such transferees as it deems fit, and on such marketing, leasing, licensing or sale, to receive the full

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and complete proceeds as per the terms therein and give receipts and handover ownership, possession, use or occupation of the plots on the Land in respect of the Developer's Share.

2.8. The term "**Development Rights**" includes the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Land and shall, include (but not be limited to), *inter-alia*, (i) the absolute right, power, entitlement, authority, sanction and permission to obtain all Approvals and to take appropriate actions, steps and seek compliances of all Approvals; (ii) to develop the Project and own and sale/ dispose-off (sale/ disposal shall be limited to the Developer's Share) the same, in any manner whatsoever; (iii) to have all benefits and entitlements of the Development License and all Approvals vested with the Developer;(iv) to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons; (v) to be the sole developer of the Project with the rights to take all decisions relating to development of the Project including but not limited to conceptualizing, planning, engineering, procurement, coordination of the Project as well as appointment of all consultants, vendors, contractors in relation to development of the Project; (vi)to have unhindered access and possession to the Land including ingress and egress; (vii) to take all decisions and be responsible for decisions relating to marketing, publicity, promotion, communication, etc. of the Project; (viii)to commence, carry out and complete the development of the Project, directly and/ or through contractors, consultants, service providers, agents, employees, etc. appointed by it; (ix) to take Approvals and to obtain any modifications to the Approvals required for the development of the Project; (x) to book, allot, sell, transfer, alienate, monetize, or otherwise assign the Developer's Share, to receive booking amount, advances, sale proceeds, etc. in its own name without limitation or lien, and to issue valid receipts for the amount received, and to execute, sign and/ or register agreements, deeds, etc. with the Government Authorities; and (xi) to do all such other acts, deeds, matters and things as may be deemed necessary by the Developer for the purposes of the development of the Project as mentioned in this Agreement.

2.9. The term "**Governmental Authority**" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project.

3. AREA SHARINGAND CONSIDERATION.

3.1 In consideration of the grant of Development Rights by the Owner to the Developer under the terms of this Agreement, and in consideration of the Developer developing the Project on the Land and obtaining all Approvals, at its own cost, expenses and resources and the Developer assisting in obtaining the license for setting up of residential plotted colony on the Land under DDJAY Scheme, the Parties hereby agree that the Owner shall be entitled to 1,750 (one thousand seven hundred fifty) square yards of the plots per acre in the Project within the Land("**Owner's Share**") and in exclusion of the Owner's Share, the Developer shall be entitled to all of the remaining developable, developed plots, built-up areas, saleable area, other components and developments, and other areas, and all of the remaining areas, FAR/ FSI, developments and constructions on the Land ("**Developer's Share**"). Upon the receipt of the zoning plan approval of the Project, the Owner will have the first preference to select the plots within the Land towards the Owner's Share. Upon the approval of the zoning plan, the Developer shall intimate the Owner in writing and provide a copy of the zoning plan to the Owner. The Owner shall, within 30 (thirty) days from the date of receipt of such intimation and zoning plan from the Developer, decide and inform the Developer of its selection of the plots over the Land forming part of the Owner's Share. After the period of 30 (thirty) days, the Developer shall be free to book, allot, sell, transfer, alienate, monetize, or otherwise assign the Developer's Share in any manner as may be deemed fit by the Developer.

3.2 The Owner's Share shall vest with and owned by the Owner, the Developer's Share shall vest with and owned by the Developer and all the Parties shall be absolutely free to deal with their respective shares in

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the saleable areas along with the Land in any manner whatsoever. The Developer shall make best efforts to complete the plotted development of the Owner's Share and, subject to Force Majeure (*as defined hereinafter*), make an offer for possession post obtaining completion certificate within a period of 2 (two) years (or such other longer period as mutually agreed) from the date of receipt of approvals of the sanction plan and all other Approvals including environmental clearance, necessary for commencement of development, with a grace period of 12 (twelve) months over and above the said period of 2 (two) years. Notwithstanding anything contained herein, for counting the time period for the purposes of this Clause, any time period during which a Force Majeure event was subsisting shall be excluded.

3.3 The Owner and the Developer shall, upon approval of the zoning plan identify and agree upon a copy thereof the extent of plots falling to the respective shares of each of the Owner and the Developer and append the signatures of their authorized representatives thereon as proof of acceptance of their respective shares. Such executed layout plan shall form part of an area sharing agreement to be entered into between the Owner and the Developer (**"Sharing Agreement"**).

3.4 The Parties hereby agree that all revenues realized from the buyers of the plots (whether from the Owner's Share or the Developer's Share) being electricity, installation and deposits, solar system installation charges, legal fee, membership fee, subscription, up-gradation charges, administrative charges on transfers and/or any amounts that are received on refundable basis for the whole Project shall be exclusively retained by the Developer and expended as applicable to the extent of such expenses incurred by the Developer; and the Owner shall have no claim on the same. The GST payable by the buyers on the amounts set forth in this clause shall be paid to the Developer.

4 MARKETING OF THE PROJECT.

4.1. The Project shall be branded, named, launched, marketed and sold by the Developer exclusively as decided by the Developer. It is a specific term and condition of this Agreement that notwithstanding anything contained herein, the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights(whether on hoardings or on terraces or otherwise),sell/ license/transfer the Developer's Share in the Project, including the plots falling within the Developer's Share, in such manner and on such price and terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion.

4.2. The Parties hereby agree that upon the registration of the Project under the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder, the Developer shall have the right to sell the Developer's Share in the Project and enter into agreements for the sale/ lease/ allotment/ booking of the Developer's Share in the Project. The Developer will be responsible to purchasers/ allotees of the Developer's Share in the Project for all the assurances made by the Developer to such purchasers/ allotees.

4.3. The Parties hereby further agree that upon the grant of registration of the Project under the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder, the Owner shall have the right to sell the Owner's Share in the Project and enter into agreements for the sale/lease/ allotment/ booking of the Owner's Share in the Project. The Owner will be responsible to purchasers/ allotees of the Owner's Share in the Project for all the assurances made by the Owner to such purchasers/ allotees.

4.4. The Owner shall be fully and absolutely entitled to execute and register documents for sale/ transfer/ allotment/ leasing/ booking of the entire Owner's Share in the Project and receive all amounts including the amount towards the sale consideration/ allotment money/ advance consideration/ lease rentals etc. in respect of all the plots forming part of the Owner's Share in the Project in its own name. The Developer shall be fully and absolutely entitled to execute and register documents for sale/ transfer/ allotment/ leasing/ booking of the entire Developer's Share in the Project and receive all amounts including the amounts towards the sale consideration/ allotment money/ advance consideration/ lease rentals etc. in respect of all the plots forming part of the Developer's Share in the Project in its own name.

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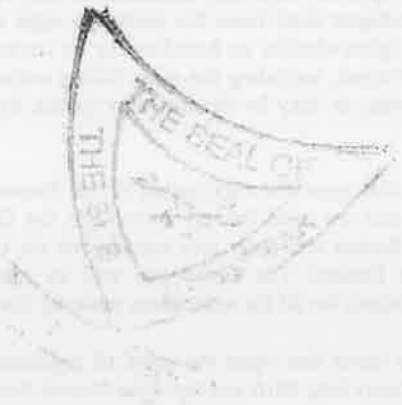
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4.5. The Developer will be responsible for dealings with customer under the plot buyer agreement signed by the Developer with any such customer.

5. REPRESENTATIONS, WARRANTIESAND COVENANTS.

5.1. Each of the Parties hereby represent, warrant and undertake to the other Party that:(i)it has the full power and authority to enter in to, execute and deliver this Agreement and any other deeds, documents or agreements, including POA, and to perform the transaction contemplated hereunder and, in case of body corporate, it is duly incorporated or organized with limited liability and existing under the jurisdiction of its incorporation;(ii)the execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorized by all necessary corporate or other action of the Parties;(iii)this Agreement constitutes a legal, valid and binding obligation on the Parties, enforceable against it in accordance with its terms; and(iv)the execution, delivery and performance of this Agreement by such Parties and the consummation of the transaction contemplated hereunder shall not: (a) violate any provision of its constitutional or governance documents (including their respective memorandum and articles of association); (b) require such Party to obtain any consent, approvals or action of, or make any filing with or give any notice to, any Governmental Authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, Approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (c) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (d) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or(e) result in a violation or breach of or default under any applicable laws.

5.2. The Owner hereby represents, warrants and covenants to the Developer as follows:

(i) Clear & marketable title: The Owner possesses clear, marketable, unfettered, absolute and unrestricted right, title and interest and ownership in the Land. The Owner is the absolute and exclusive owner of the Land having vacant, peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein. The Owner has made all payments to be made in terms of the sale deed/ documents under which the Land were acquired and there are no impediments, defaults, omissions or constrains whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Land as required under law. The Owner is entitled to utilize the Land in any manner whatsoever including by effecting construction on the Land and/or assigning, transferring and granting the Development Rights and other rights/ entitlements to the Developer;

(ii) No litigation: There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Land or any development or construction on the Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project. The Owner has not received any notice of violation of any law or municipal ordinance, order or requirement affecting the Land;

(iii) No Encumbrance & Contiguous: The Land and all parts of it are free from all kinds of encumbrance and third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court,

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hypothecation, income tax or wealth tax attachment or any other registered or unregistered encumbrance whatsoever. The Land is contiguous land and there are no impediments with regard to the development and construction of the Project on the Land. In the event of any acquisition/surrender of the Land, the Owner Share and the Developer Share will be proportionately reduced;

(iv) No prior sales/ launch of the Project: The Owner hereby represents and undertakes that: (a) it has not entered into, nor has authorized any person to enter into, any arrangement or agreement for sale/ lease/ license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Land; (b) has not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Land; and (c) it has not appointed any attorney to act on its behalf, nor entered into, nor has authorized any person to enter into, any development rights agreement, development rights assignment agreement, transfer of development rights agreement or any other agreement, memorandum of understanding, term sheet etc. for transferring any rights in/ on the Land or any part thereof;

(v) No prior power of attorney: The Owner has not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Land or any part thereof for any purpose whatsoever;

(vi) No outstanding taxes: There are no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any applicable laws, required to be paid to any Governmental Authority or other person in connection with Land as on date. However, if at any stage any demand/notice is received in this respect for the period before the date of execution of this Agreement, the same shall be borne/settled by the Owner;

(vii) No future impediment: The Owner agrees and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favor of such person any right, interest, title, claim or any encumbrance in or over or in relation to the Land and/ or the constructed area or any part thereof; and

(viii) The physical area of the Land corresponds to the area as mentioned in the land and revenue records maintained in the office of the concerned sub-registrar of assurances/ revenue officer. There are no drains, sewers, cables, water pipes, overhead cables/ wires (high or low tension) gas pipes passing through or over the Land.

6. OTHER COVENANTS AND OBLIGATIONS.

6.1. The Parties agree that no other person, acting under or through them, shall do, any act of commission or omission: (i) that interferes with or causes any obstruction or hindrance in the exercise of any of the rights and entitlements by the Developer; or(ii)wherebythegrantorassignmentoftheDevelopmentRightsortherights/ entitlements of the Developer in respect of the Land are prejudicially affected. In the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, the Owner shall act in the best interests of the Developer and shall not, in any manner whatsoever do any act deed or thing that is detrimental to or against the interests of the Developer.

6.2. Notwithstanding anything contained herein, the Owner shall not: (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Land, in any manner whatsoever;(ii) enter into any arrangement or agreement of any nature whatsoever for

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sale/ transfer or disposal of the Land (or any rights or entitlements, including any Development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Land (or any rights or entitlements, including any Development Rights in the Land);and(iv) disclose any information pertaining to this Agreement or Land to any other person. This Clause shall not restrict the Owner in any allotment/ sale/ disposal of the Owner's Share in the Project.

6.3. Each Party undertakes to notify the other in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by either of them herein, to become untrue or inaccurate or misleading, at any point of time.

6.4. The Owner shall execute and register the POA as per approved format and shall not do any act or deed that may in any manner prejudice or affect the powers/authorities vested in the Developer pursuant to the terms thereof. The Owner hereby acknowledges that the POA is granted for consideration, the receipt and sufficiency of which is acknowledged hereby and to this intent and purpose is irrevocable and shall be governed by the provisions of Section 202 of the Indian Contract Act, 1872.

6.5. Without prejudice to the Developer's right to seek indemnification under this Agreement, the Owner undertakes to settle any claim received from any third party disputing the title of the Land or any part thereof at their own cost and expense and without disrupting and/or stalling all or any development of Project.

6.6. The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that notwithstanding anything contained herein, neither Party shall be entitled to terminate this Agreement for any reason whatsoever if the letter of intent for residential plotted colony on the Land under DDJAY Scheme is granted/ accorded on the Land.

6.7. Each Party (**"Indemnifying Party"**) hereby agrees to indemnify and hold the other Party, including its affiliates, its directors, its officers, employees (**"Indemnified Party"**), harmless from and against any liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorney's fees) arising out of any breach of any representation, warranty, covenant or other obligation of the Indemnifying Party.

7. MISCELLANEOUS.

7.1. Nothing contained herein shall be construed as constituting the Developer an agent of the Owner and the relationship between the Parties is strictly on a principal to principal basis and that nothing contained herein shall be construed as constituting any partnership.

7.2. Each Party shall bear and pay the fees of legal professional and any other professionals appointed by them respectively. The cost of stamp duty and registration charges if any payable on or in respect of this Agreement shall be borne by the Developer. The original of this Agreement shall be retained by the Developer and the Owner shall keep a certified copy of the same.

7.3. It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto that this Agreement supersedes all documents/writings executed or exchanged between the Developer and other Parties heretofore including the collaboration agreements dated September 4, 2007 and January 08, 2013 and the power of attorney granted thereunder, and that this Agreement represents the entire agreement and understanding between them regarding the subject matter hereof. Any additions, deletions, amendments, alterations and/ or modifications of to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties hereto.

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

7.4. The term "**Force Majeure**" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to: (a) acts of God i.e. fire, drought, flood, earthquake, tempest or deaths or disabilities; (b) explosions or accidents, air crashes and shipwrecks; (c) lock down due to pandemic/ epidemic; (d)strikes or lock outs or similar acts of labor; (e) war and hostilities of war, riots or civil commotion; (f) the promulgation of or amendment in any law, rule or regulation, order, direction, adverse condition/obligation in Approvals from any Governmental Authority that prevents or restricts or adversely affects a Party from proceeding with implementation of the Project as agreed in this Agreement or performance any of their obligations under this Agreement; (g) issue of any injunction, order or direction by any court or a Government Authority that prevents or restricts a Party from proceeding with implementation of the Project as agreed in this Agreement or performance any of its obligations under this Agreement; and (h) any other reasons beyond reasonable control of a Party.

7.5. A provision contained in this Agreement is enforceable independent of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect due to legal constraints under applicable laws, the Parties shall make their best efforts to find out the best alternative to achieve the objective or result intended.

7.6. The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect. If, as a result of Force Majeure or for any acts or omissions of the Owner, it becomes impossible or impractical for the Developer to carry out its obligations hereunder in whole or in part, then such obligations shall be suspended to the extent necessary by such Force Majeure during its continuance and during such time it shall not be considered in default or contractual breach hereto.

7.7. Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Government Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

7.8. This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

7.9. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India with courts at New Delhi, India having the exclusive jurisdiction. In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.Thearbitration tribunal shall consist of a sole arbitrator to be appointed jointly by the Owner and the Developer. In case the parties are unable to agree on the appointment of the said sole arbitrator, then the arbitrator shall be appointed by the courts of New Delhi having requisite jurisdiction under the procedure laid down in law in the Arbitration and Conciliation Act, 1996, including all amendments. The arbitration shall be held at New Delhi, India. All proceedings in any such arbitration shall be conducted in English. The arbitration award made by Arbitration Tribunal shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be in writing. The provisions of this Clause shall survive the termination of this Agreement. Any dispute on termination shall also be referred to arbitration under this Clause.

7.10. The Developer i.e. Raj Buildwell Private Limited shall be responsible for compliance of all terms and conditions of license/ provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

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to the colony or relieved of the responsibility by DTCP, Haryana whichever is earlier.

7.11. This Agreement is irrevocable and no modifications/ alteration etc, in the terms and conditions of the Agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana.

IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

Witnessed by:

Name: Mr. Gyarsi Lal Yadav
S/o: Mr. Mukh Ram Yadav
Aadhar No.:2437 5571 8667
Address: House No. 566, Sector-9A,
Gurugram (Haryana)

FOR AND ON BEHALF OF RAO INDERJIT SINGH (HUF)

Name: Rao Inderjit Singh (HUF)
Designation: Karta

Witnessed by:

Name: Ms. Vaishali Me
D/o : Mr. Naresh Mehta
Aadhar No.: 6079 0036 5230
Address: F-103, Lajpat Nagar-1
New Delhi, South Delhi-110024

FOR AND ON BEHALF OF RAJ BUILDWELL PRIVATE LIMITED

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

Name: Pawan Kumar Bonara
Designation: Authorized Signatory

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

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जिल्द नं. — पृष्ठ नं. — पर

चस्पा किया गया बही नं. I

जिल्द नं. — पृष्ठ नं. —

दिनांक 15/6/2021 को रजिस्ट्रार किया गया।

Sub Registrar
Badshahpur

SCHEDULE-I

DETAILS OF LAND

All that contiguous parcel of land admeasuring 2.7875 acres situated in Rect.No.11Killas No. 3/2/2 (3-12), Killas No. 4 (7-11), Killas No.5 (7-11) and Rect. No. 12Killas No.1/1 (3-12) totaling 22Kanals and 6Marlas (2.7875acres) all falling in Village Fazilpur Jharsa,Sector 71, Tehsil & District Gurgaon, Haryana.

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory


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SCHEDULE- II

DRAFT OF POA

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

THE SEAL OF THE SUB REGISTRAR BAGHMUNDIPIR

IRREVOCABLE POWER OF ATTORNEY (Draft of POA)

The present Power of Attorney is made and executed at Gurugram on this the 15th day of April, 2021

BY

Rao Inderjit Singh (HUF), represented through Sh. Rao Inderjit Singh, s/o Sh. Rao Birender Singh, r/o House No.6, Lodhi Estate, New Delhi (hereinafter referred to as the"**Executant**", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include his successors-in-interest, nominees and permitted assigns)

IN FAVOUR OF

Raj Buildwell Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 41A, Ring Road, Lajpat Nagar-IV, Captain Gaur Marg, New Delhi-110024, and bearing CIN U70109DL2006PTC149373 (hereinafter referred to as the "**Developer**", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include his successors-in-interest, nominees and permitted assigns)

(The Executant and the Developer are hereinafter collectively referred to as the "**Parties**", and individually referred to as a"**Party**")

WHEREAS the Parties have executed a Collaboration Agreement dated 15/04/2021(hereinafter the "**Collaboration Agreement**") for purpose of implementing and executing a project for the development of a residential plotted colony under the Deen Dayal Jan AwasYojna -2016("DDJAY Scheme") over the contiguous parcel of land admeasuring 2.7875 acres situated in Rect. No.11 Killa No. 3/2/2 (3-12), Killa No. 4 (7-11), Killa No. 5 (7-11) and Rect. No.12 Killa No. 1/1 (3-12), totalling 22 Kanals and 6 Marlas (2.7875 acres), all falling in Village Fazilpur Jharsa, Sector 71, Tehsil & District Gurgaon, Haryana (hereinafter, the "Land") *and inter alia*,all the exclusive Development Rights and entitlements as agreed in the Collaboration Agreement over the Land have been granted to the Developer.The Executant represents that the title deed of the Land stands in the name of Sh. Rao Inderjit Singh, though legal and beneficial ownership is of Rao Inderjit Singh (HUF). The Executant being the karta of Rao Inderjit Singh (HUF) is duly authorised and entitled to deal with all aspects relating to the Land.

AND WHEREAS the aforementioned Collaboration Agreement is the primary agreement between the Parties and that the present Power of Attorneyis in furtherance of the Collaboration Agreement.

AND WHEREASthe terms and conditions for development of the Project have been captured in the Collaboration Agreement, and references made to and powers granted in respect of the said Project in the present Power of Attorney to be read in relation to the Collaboration Agreement. In this context, the Executant has also agreed to execute the present Power of Attorney in favour of the Developer, thereby solely authorising the Developer to do all acts, deeds, matters and things and to exercise all powers and authorities in relation to the Project.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that I do hereby irrevocably appoint, nominate and constitute the said Developer through its authorised officers / signatories/ directorsto be my true and lawful Attorney, and empower the Developer with full discretion, power and authority to do and execute all or any of the following acts, deeds, and things for and on behalf of the Executant, as hereinafter mentioned:

1. To exercise all rights, entitlements, powers and authority for the planning, designing, development, management and construction of the Project, as defined and detailed in the Collaboration Agreement and the present Power of Attorney including but not limited to the exercise of the Development Rights which includes the irrevocable, non-terminable and non-cancellable, exclusive rights for planning, designing, development and construction, marketing, promotion, launch of the Project and sale, conveyance, transfer, lease, license, disposal, monetization of the Developer's Share (as defined in the Collaboration Agreement) in the Project, operation, management and like of the Land, the Project, and the freehold rights, title, interest and ownership in the Land along with absolute, unfettered rights, title and interest in all building, construction, structures on the Land falling to the Developer's Share, all rights, benefits, development, entitlements, development rights, right to monetize, easements rights and privileges appurtenant thereto, including any and all rights, entitlements, privileges, attached to the Land, right of way and access, easements whatever, and/with all fixtures, fittings, facilities, amenities,

For Raj Buildwell Pvt. Ltd.

Director/Authorised Signatory


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waterways, drains, electricity and sewer connections, etc. free from all encumbrances, encroachments, hindrances, restrictions, disturbances, attachments, liability, legal defect, lis-pendens claims, disputes including any possession disputes, litigations of any nature whatsoever;

2. To seek and make any applications to and seek permissions and licenses from appropriate authorities including the office of the Director, Town & Country Planning or other statutory bodies or other government authorities, and to do any and all necessary acts for obtaining approvals, authorisations, licenses, permissions, consents, no objection certificates and the zoning plan for the development, construction, marketing and sale of the aforementioned Project on the Land, including environmental clearances, zoning approval, change of land use, conversions, service plan estimates, installation and interim maintenance of power/ water/ other utilities connections, mining approval, occupancy certificates, completion certificates and all other approvals and/ or permissions from any other statutory or governmental authorities, and to also seek grant or extension of time of and for the same, as may be required for purposes of development of the Project and to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnity deeds and documents as may be required for the aforesaid purpose.

3. To appear on its own behalf and on behalf of the Executant, before any Governmental Authority including (and not limited to) the Director General, Town and Country Planning, Chandigarh; Haryana Urban Development Authority; Gurugram Metropolitan Development Authority; Ministry of Environment, Forest and Climate Change; State Expert Appraisal Committee; State Environment Impact Assessment Authority; Haryana State Pollution Control Board; Deputy Commissioner, Land Revenue Office; Forest Office; Dakshin Haryana Bijli Vitran Nigam; Haryana Vidyut Prasaran Nigam Limited; Real Estate Regulatory Authority; Survey of India; Municipal Corporation of Gurgaon; Fire Department; Airport Authority of India; Building & Other Construction Workers Department; Labour Department; Central Ground Water Authority; public or private utilities and service providers; other local bodies etc.; and to sign, follow up and make any letters, documents, applications, petitions, representations and submissions as the Developer may deem necessary or fit from time to time for any licenses, permissions, approvals (including environmental and fire clearances), sanctions or consents in connection with the requirements and right vested under the Collaboration Agreement.

4. To carry out and comply with all the conditions contained in the approvals, as may be obtained from time to time.

5. To appoint, employ or engage contractors, architects, development manager, surveyors, engineers, sub-contractors, labor, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, designing, development and construction, marketing, promotion, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the Project

6. To seek and obtain migration of the license bearing No.27 of 2010 dated 18.03.2010 for setting up of an IT Park colony on the land to setting up a residential plotted colony on the land under the DDJAY scheme.

7. To make payment and / or receive refunds of all deposits to and from all public or governmental authorities or public or private utilities relating to the development of the Land, which are to be paid by the Developer in the manner that it may deem fit.

8. To deal with, appear before and file applications, declarations, certificates and submit / receive information from any governmental authority in relation to the full, free, uninterrupted and exclusive construction and development of the Project on the Land.

9. To surrender any portion of the Land (as may be required under the applicable laws) to the relevant governmental authorities or any such area falling under the set-back area or under any reservation in manner prescribed by law and to make all necessary correspondences and take required steps for the benefit of the project.

10. To set up, install, and make provision for the various facilities / services of the Project as may be required under applicable laws and / or rules made thereunder or as may be deemed fit by the Developer; demarcate the common areas and facilities and the limited common areas and facilities.

For RAJ BUILDCON PVT. LTD.

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the Project, as per the planned layout, and to file and register all requisite deeds and documents including the Deed of Declaration, as required under the applicable law.

11. To pay any and all costs and charges related to modification of plans, deposits (including water and electricity), payments for temporary connections of water and electricity (including for consumption), payment of applicable taxes; or other payments payable to engineers, contractors, staff and workmen involved in the development of the Project.

12. To charge, recover, collect and retain External Development Charges (hereinafter "**EDC**") and Infrastructure Development Charges (hereinafter "**IDC**") from purchasers/ allottees/ buyers of and for the Developer's Share of the Project, and all such amounts shall be owned exclusively by and shall belong only to the Developer.

13. To enter freely upon and take possession and control of the Land directly or through its duly authorised nominees, agents or assigns including architects, consultants, representatives and contractors to exercise such powers and to carry out the development of the Project in terms of the Collaboration Agreement and remain in sole possession and control and peaceful enjoyment of the Land or any part thereof, and to have unhindered access and possession to the Land including ingress and egress.

14. To take all steps are necessary for protection of the Land, including the appointment of security agencies or guards, approaching the police or other relevant legitimate governmental and statutory authorities as are necessary to maintain law and order.

15. To convey, assign, sell, transfer, grant and dispose all benefits, rights, entitlements, interest and obligations forming part of the Development Rights (in whole or in part).

16. To appoint one or more nominees / substitutes and to remove and/or reappoint in place and instead of the Developer and confer upon such substituted attorney all or any of the powers conferred here and to exercise any or all of the powers granted herein.

17. To do all such acts, deeds and things as may be required to landscape, divide/sub-divide the land or carry out or cause to be done all technical and engineering activities for the purposes of the development of the Project.

18. To make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the built up area to be constructed on the Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer.

19. To carry out planning, design, all infrastructure and related work for / construction and development the Project, including levelling, construction of water storage facilities, water mains, sewage / storm water drains, recreational gardens, electrical sub-stations and all other common areas and facilities on the Land, as may be required and to set up site offices and marketing offices.

20. To be the sole developer of the Project with the rights to take all decisions relating to development of the Project including but not limited to conceptualizing, planning, engineering, procurement, coordination of the Project as well as appointment of all consultants, vendors, contractors in relation to development of the Project.

21. In terms of the Collaboration Agreement, to manage the Project and the Land and the common areas constructed upon the Project, either by itself or through a duly authorised nominee / assign, and to retain all benefits, consideration etc. accruing from such maintenance of the Project. This shall include appointment of agencies / third parties for maintenance of the Project and utilising the maintenance charges and deposits collected from the purchasers / allottees / buyers of the plots, as per the applicable laws.

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

22. To launch the Project in the market and to carry out the marketing, promotion and advertisement of the Project.

23. To exercise exclusive marketing rights in respect of the Project; to negotiate, market, sell and/ or to enter into and register agreements for sale, transfer, conveyance of the Developer's Share in the Project for such consideration as may be determined and collected by the Developer.

24. To enter into agreements, conveyance deeds, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, and the like, with the purchasers/ buyer/ allottees in relation to the Developer's Share in the Project on such terms and conditions as deemed fit by the Developer and present the same for registration for itself, to receive, retain and appropriate the full and complete proceeds from the sale, transfer, conveyance, lease, license, revenue share, monetization and like and give receipts upon receipt of the same.

25. To brand, name, launch, promote, manage communication and market the Project, and also put up signs, hoardings and other such types of displays for this purpose.

26. To use the Executant's names, trademarks, and erect signboards on the land, without payment of any consideration to the Executant, in relation to the advertising for sale and disposal of the plots and the saleable area in the Project, and to publish advertisements in the newspapers, magazines, websites and such other media for seeking prospective allottees and to market the Project in any way howsoever.

27. To use, sell, transfer, allot, alienate, assign, lease, license, rent, grant, convey, dispose, create third party rights, and monetise the Developer's Share in any manner as may be deemed fit by the Developer and on such price and terms as may be deemed appropriate by the Developer in its sole and absolute discretion, and to receive booking amount, advances, sale proceeds, rents, consideration etc. in its own name, without any limitation or lien, and appropriate proceeds and give receipts and hand over ownership, possession use or occupation of the plots forming part of the Developer's Share, and to enter into agreements with all intending purchasers / buyers / allottees with respect to the Developer's Share, as detailed in the Collaboration Agreement. It is clarified that any amount / proceeds received in relation to the Developer's Share shall exclusively belong to the Developer and the Executant shall not have any rights in the same. Any liabilities arising out of this clause shall also remain the sole responsibility of the Developer.

28. To exercise absolute, unfettered and uninterrupted access and rights over that portion of the Land falling to its share in terms of the Collaboration Agreement, including:

    (i) Marketing, leasing, licensing and / or sale rights;
    (ii) Creation of any other third-party rights by way of appropriate agreements of sale / lease / allotment / booking etc., as deemed fit by the Developer, including the handing over of physical possession;
    (iii) Dealing with customers with whom the Developer has entered into plot buyers' agreements for the Developer Share;
    (iv) Receiving the full and complete sale proceeds and other income / revenue from such share;
    (v) Permitting home loans / housing finance to the allottees / purchasers of the Developer's Share of the Project and signing documents, affidavits, NOCs etc. as may be required by the customers, buyers, banks, and financial institutions for grant of such loans; and
    (vi) Additional FAR or FSI developments falling in such share, which may be granted at a later date.

29. In the event of any failure by the Executant to pay any such taxes, duties, cess, levies etc., the Developer shall have the right, but not the obligation, to pay all such taxes, on behalf of the Executant and the Executant agrees that the Executant shall be liable to reimburse the same to the Developer;

30. To collect, manage and utilise revenues realised from buyers / purchasers of all the plots, which include pertaining to electricity, installations, deposits, solar system installation charges, legal fees, membership fees, subscriptions, upgradation charges, administrative charges on transfer and / or any amounts that are received on refundable basis for the whole Project (i.e. inclusive of both the Developer's share and the Owner's / Executant's share), and which are to be retained by the Developer.

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

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31. To pay from its own pocket the stamp duty and registration charges, if any, payable on or in respect of the Collaboration Agreement.

32. To make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Land paid by the Developer, in the manner the Developer may deem fit.

33. To take appropriate actions, steps and to seek such compliances approvals and exemptions which may be necessary under the applicable laws in the event of default on the part of the Executant to do so.

34. To appear on its own behalf and on behalf of the Executant before the Haryana Real Estate Regulatory Authority, its Appellate Authority and all Courts, Tribunals, and other judicial or quasi-judicial bodies having related jurisdiction, and to defend, settle, compromise, contest or abandon any legal proceedings concerning the project or any part thereof; or proceedings and other matters concerning the development of the project on the land (excluding all matters and disputes between the Executant and the Developer herein), and to appear and act in all Courts (original or appellate) and other government and private offices, and to sign, verify, and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions, including those for execution and withdrawal, compromises or other necessary deeds and documents as shall be deemed necessary or advisable for the prosecution of the above causes in all their stages, and also to retain and employ counsels pleaders, advocates or attorneys, and to sign mukhtarnamas, vakalatnamas and warrants of attorney, whenever the Developer shall feel expedient and proper to do so in relation to the Project and the Land.

35. To manage the land and Project, including the facilities constructed, and to deposit all types of fees, charges, securities, deposits, demands, dues and taxes relating to the Land and the Project with any concerned authority; and to deal with such authorities by way of obtaining receipts and NOCs, and to make appeals and contest the same against any demands or assessments etc., and to enter into compromises regarding the same before any court of law, quasi-judicial or administrative body or authority, and to warn off and prohibit and proceed against all trespassers / nuisance creators on the Land and the Project, in accordance with law.

36. To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, promotion, leasing, licensing, sale, monetization, mortgage, security creation and hypothecation of the Developer's Share in the Project to be constructed on the Land including but not limited to brokerage agreements, execution/ registration of the unit agreements, and appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the unit agreements and the documents for sale, lease or transfer of the Developer's Share in the Project and the Land.

37. To delegate any or all of the powers as mentioned hereinabove, for or on behalf of the Executant, to one or more persons (including any entity) such as an affiliate, assignee, nominee, employee, representative etc., and to revoke such delegation of authority.

38. To appoint / remove / reappoint one or more duly authorised and certified substitutes / attorneys in place of the Developer and to confer upon such substitute / attorney any of the powers granted under this Power of Attorney.

39. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the Project and/or the Land and to appear and act on all judicial, quasi-judicial matters before any Governmental Authority and private offices and to do any of the following whenever the Developer shall think expedient and proper to do so: (Comment: this was the part of earlier POA. It is not clear as to why it is removed. This power is required to that there is no requirement of land owner to present and pursue litigation)

    (i) To engage or appoint a legal practitioner(s)/advocate(s) to conduct the same and to sign power(s) of attorney/ vakalatnama in its behalf;

    (ii) To sign, verify and file any suits, plaint, complaints, written statements, petition, application,

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

affidavit etc. in proper courts of law and offices and to follow up and proceed in all the proceedings filed in our name and on our behalf;

(iii) To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;

(iv) To produce or summon or receive back any documentary evidence;

(v) To make and present to the court, tribunal, authority department or body any application in connection therewith;

(vi) To take and file compromise or to refer such suit or claim to arbitration;

(vii) To deposit and withdraw any money(s) in connection with such suit;

(viii) To file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application;

(ix) To apply for inspection and inspect documents and records of any court;

(x) To obtain copies of documents and papers;

(xi) To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as the Developer may deem fit in connection with any such suit, application or appeal, etc.;

(xii) In respect of the Project, and/ or the Land, to compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decretal amount, to issue receipt, to take every step necessary for the same;

(xiii) To appoint further attorney and to cancel or revoke the powers conferred upon such attorney; and

(xiv) To agree for adjudication of disputes by arbitrator, to get any dispute referred for adjudication to the arbitrator, to settle any matter during the course of arbitration proceedings, to make statement, to sign compromise and to get award passed in terms of the compromise by the arbitrator.

(xv) The Developer to give prior intimation to Executant for any compromise/ settlement/ surrender.

40. To exercise the powers conferred upon the Developer by virtue of the present Power of Attorney through a Director, Officer or General Attorney or Attorneys duly appointed by the Developer and authorised by way of Board Resolution passed in a meeting of the Board of Directors of the Developer. Such appointment and authorisation may be before or after the execution of the present Power of Attorney.

41. To enter into, make, sign, and execute all such contracts, agreements, deeds, assurances, instruments and other things as may in the opinion of the Developer be necessary or convenient or expedient for carrying out development work in the Land as mentioned herein and in the Collaboration Agreement.

42. To do all such other acts, deeds and things as may be related, necessary or expedient in connection with the development of the Project in accordance with the Collaboration Agreement, and booking/allotment for sale, lease etc. of the plots in the Project falling in the Developer Share, even if they are not covered by the above clauses, as fully and effectively as Executant could do.

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory


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43. To generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in the Collaboration Agreement and do all acts, deeds and things that may be required for the license, planning, designing, development, construction, implementation, marketing, promotion, launch, operation, management of the Project and conveyance, transfer, lease, sales, disposal, monetization, and like of the Land, the Project, the Developers Share and for compliance with the terms of the Collaboration Agreement;

The Executant hereby declares that all acts, deeds, matters and things given or done by the Developer for the purposes mentioned herein and in the Collaboration Agreement shall be good and effectual to all intents and purposes whatsoever, as if the same had been signed, sealed and delivered, or otherwise given or made by the Executant in person.

The Executant hereby confirms that the present Power of Attorney is being made of his own free will and consent, without any undue influence or coercion being brought to bear upon him thereto. There is no requirement of obtaining further consent / reference from the Executant for the Developer to exercise the powers and rights granted to it under the Collaboration Agreement and the present Power of Attorney. The actions and deeds of the Developer under the Collaboration Agreement and the present Power of Attorney shall be valid and binding upon the Executant without any further ratification being required from the Executant.

The Executant undertakes, confirms, agrees and acknowledges that he does not have any right to cancel, revoke or modify the present Power of Attorney. If required, for reasons to be communicated by the Developer thereto, the Executant shall execute or cause to be executed such documents as may be required by the Developer to give full and complete effect to the powers granted to the Developer hereinabove and the Collaboration Agreement.

We hereby agree and confirm that the present Power of Attorney is granted for consideration, the receipt and sufficiency of which we do hereby acknowledge, and to this intent and purpose shall be governed by section 202 of the Indian Contract Act, 1882.

The Executant does hereby declare that the present Power of Attorney shall be equally binding on its representatives, nominees, successors, executors, liquidators and assigns.

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Collaboration Agreement.

In witness whereof the Executants have set and subscribed its hands on the present Power of Attorney on the day, month and year first above-written in the presence of the following witnesses, who have signed these presents in the presence of the Executant.

Executant
Name: Rao Inderjit Singh (HUF)
Designation: Karta

Witnesses:

1. Name: Mr. Gyarsi Lal Yadav
S/o: Mr. Mukh Ram Yadav
Aadhar No.:2437 5571 8667
Address: House No. 566, Sector- 9A,
Gurugram (Haryana)

For RAJ BUILDWELL PVT. LTD.

Director/Authorised Signatory

2. Name: Ms. Vaishali Mehta
D/o : Mr. Naresh Mehta
Aadhar No.: 6079 0036 5230
Address: F-103, Lajpat Nagar-1,
New Delhi, South Delhi-110024

THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR