

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 27/01/2022

Certificate No. G0272022A1171



Stamp Duty Paid : ₹ 1505000

GRN No. 86633070



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ajit Singh Saini

H.No/Floor : 870/2

Sector/Ward : Na

LandMark : Ganga vihar

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 98*****00

Others : Sat narayan saini, karan singh, sagar saini and others

Buyer / Second Party Detail

Name : Summit Terracraft Pvt Ltd

H.No/Floor : G3/7

Sector/Ward : Na

LandMark : Aditya complex preet vihar

City/Village : Delhi

District : Na

State : Delhi

Phone : 98*****00

Purpose : COLLABORATION AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://e-grasbry.nic.in>

Collaboration Agreement

This Collaboration Agreement (hereinafter referred to as "The Agreement") is executed at Gurgaon (Haryana) on this 31st day of January 2022.

Between

SUMMIT TERRACRAFT PRIVATE LTD, a company registered under the provisions of Companies Act, 1956 having its registered office at G-3 , Aditya Complex, Plot no 7, Preet Vihar, Commercial Centre, Delhi - 110 092 and acting through its authorized signatory vide resolution passed by Board of Directors dated 31.01.2022 (Attached herewith as Annexure 1, **Shri Sachin Arora (Aadhar No. 9300 3622 2850)** S/o Shri Naresh Kumar (hereinafter referred to as "The Developer") which expression shall unless repugnant to the context

Ajit Singh

[Signature]

31/01/2022

For Summit Terracraft Private Limited

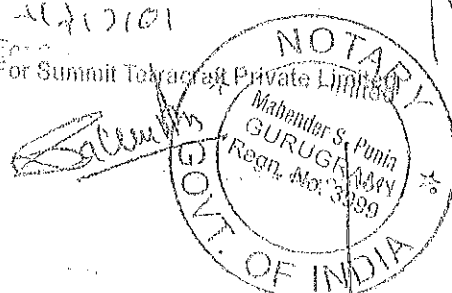
Vivek Jain

Chetinder

21/2/22

[Signature]

[Signature]



Page 1 of 33

Attested to be true copy
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India

प्रलेख नं:10018

दिनांक:31-01-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील गुरुग्राम

गांव/शहर मुहम्मत शहर

धन संबंधी विवरण

राशि 75239504 रुपये

स्टाम्प ड्यूटी की राशि 1504790 रुपये

स्टाम्प नं : G0272022A1171

स्टाम्प की राशि 1505000 रुपये

रजिस्ट्रेशन फीस की राशि 5000
रुपये

EChallan:86633301

पेस्टिंग शुल्क 0 रुपये

Drafted By: ROHIT KHATANA ADV

Service Charge:0

यह प्रलेख आज दिनांक 31-01-2022 दिन सोमवार समय 2:42:00 PM बजे श्री श्रीमती /कुमारी

AJIT SINGH SAINI पुत्र GANGA JIWAN SAINI SAT NARAYAN SAINI पु. GANGA JIVAN SAINI KARAN SINGH पुत्र
GANGA JIVAN SAINI SAGAR SAINI पुत्र TEJ SINGH SAINI VIVEK SAINI पुत्र TEJ SINGH SAINI SHER SINGH SAINI
पुत्र CHANDGI RAM SURENDER पुत्र SHER SINGH SAINI CHETINDER पुत्र SHER SINGH SAINI BRIJENDER SINGH
पुत्र SHER SINGH SAINI HARINDER SAINI पुत्र SHER SINGH SAINI SUSHMA SAINI पत्नी LATE SH. RAVINDER
SAINI SUSHANT SAINI पुत्र LATE SH. RAVINDER SAINI SUMIT SAINI पुत्र LATE SH. RAVINDER SAINI निवास
SAME द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Sushant Saini

Sushma

उप/र : पंजीयन अधिकारी (गुरुग्राम)

Ajit Singh Saini

हस्ताक्षर प्रस्तुतकर्ता

AJIT SINGH SAINI SAT NARAYAN SAINI KARAN SINGH SAGAR SAINI VIVEK SAINI SHER SINGH SAINI
SURENDER CHETINDER BRIJENDER HARINDER SAINI SUSHMA SAINI SUSHANT SAINI SUMIT SAINI

Chetan Singh

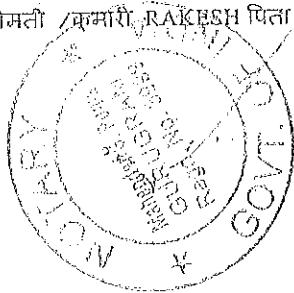
Vivek Saini

Chetan Singh

Sushant Saini

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SUMMIT TERRACRAFT PVT LTD thru SACHIN ARORA OTHER हाजिर है।
प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती / रमक CHAUHAN पिता --- निवासी
ADV GGM व श्री/श्रीमती /कुमारी RAKESH पिता RAM KISHAN



meaning thereof, be deemed to mean and include its legal representatives, administrator, nominees, successors and assigns, of the First Part

AND

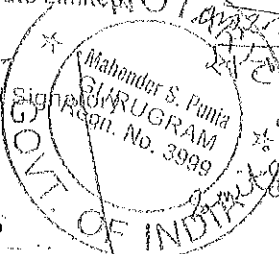
(1) Mr. Ajit Singh Saini (Aadhar no. 9744 9675 1996), s/o Mr. Ganga Jivan Saini s/o Mr. Chitar Saini; (2) Mr. Sat Narayan Saini (Aadhar no. 4441 9131 3965) s/o Mr. Ganga Jivan Saini s/o Mr. Chitar Saini; (3) Mr. Karan Singh (Aadhar no. 3238 8257 2074) s/o Mr. Ganga Jivan Saini s/o Mr. Chitar Saini; (4) Mr. Sagar Saini (Aadhar no. 4252 1554 9279) s/o Mr. Tej Singh Saini s/o Mr. Ganga Jivan Saini; (5) Mr. Vivek Saini (Aadhar no. 3166 7270 4675) s/o Mr. Tej Singh Saini s/o Mr. Ganga Jivan Saini; (6) Mr. Sher Singh Saini (Aadhar no. 2424 5667 3555) s/o Mr. Chandgi Ram s/o Mr. Chitar Saini; (7) Mr. Surender (Aadhar no. 7291 0685 4945) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (8) Mr. Chetinder (Aadhar no. 5544 0616 1473) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (9) Mr. Brijender Singh (Aadhar no. 2486 8711 5005) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (10) Mr. Harinder Saini (Aadhar no. 4954 4982 3190) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (11) Mrs. Sushma Saini (Aadhar no. 3409 1579 0806) w/o Late Mr. Ravinder Saini s/o Mr. Sher Singh Saini; (12) Mr. Sushant Saini (Aadhar no. 8781 3110 1378) s/o Late Mr. Ravinder Saini s/o Mr. Sher Singh Saini; and (13) Mr. Sumit Saini (Aadhar no. 8588 2122 3040) s/o Late Mr. Ravinder Saini s/o Mr. Sher Singh Saini, all residents of Ganga Vihar, Gurugram, Haryana, hereinafter jointly as the case may be referred to as "The Land Owner/s" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of them and each of their legal heirs, legal representatives, executors, successors, nominees, administrator and permitted assigns, of the Second Party.

The parties of the First and Second Part are hereinafter collectively referred to as "Parties" and individually as "The Party"

Whereas the Land Owners have represented to the "Developer" that they are the absolute owners and are in physical possession of the

For Summit Terracraft Private Limited

[Signature]
Authorised Signatory



[Signature]
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

Reg. No.

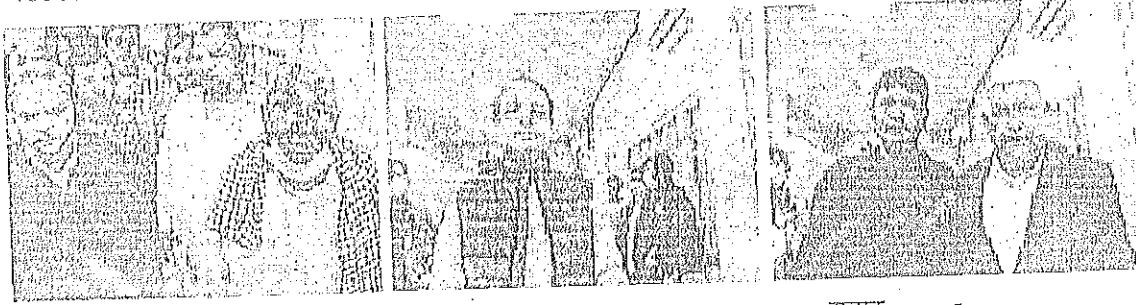
Reg. Year

Book No.

10018

2021-2022

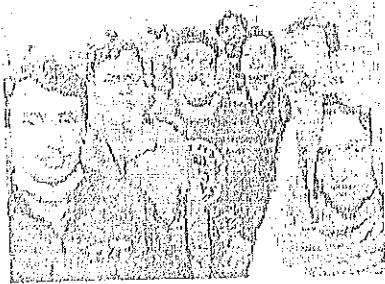
1



पेशकर्ता

दावेदार

गवाह



Vivek Saini Chetinder
करन सिंह
सुरेश सैनी
31-01-2022

पेशकर्ता :- AJIT SINGH SAINI SAT NARAYAN SAINI KARAN SINGH SAGAR SAINI
VIVEK SAINI SHER SINGH SAINI SURENDER CHETINDER BRIJENDER SINGH
HARINDER SAINI SUSHMA SAINI SUSHANT SAINI SUMIT SAINI

दावेदार :- thru SACHIN ARORA OTHERS SUMMIT TERRACRAFT PVT
LTD

गवाह 1 :- MK CHAUHAN

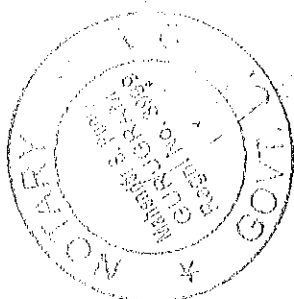
गवाह 2 :- RAKESH

प्रमाण पत्र

प्रमाणित किया जाता है कि, यह प्रलेख क्रमांक 10018 आज दिनांक 31-01-2022 को बही नं 1 जिल्द नं 61 के पृष्ठ नं 192.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1805 के पृष्ठ संख्या 48 से 50 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 31-01-2022

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)



land comprising of Khasra No. 1769 (2 Bighas 11 Biswas) and Khasra No. 13421/7140/1765/2 (1 Bigha 7 Biswas 6 Biswansis) total measuring 3 Bighas 18 Biswas 6 Biswansis, situated within the revenue estate of Village Gurugram, Tehsil and District Gurugram. The revenue record including the Jamabandies, Mutations, the Khasra Girdhawari and Sazraksh are attached herewith as Annexure.

And Whereas the Land Owners have represented that they have unimpeachable absolute right, title and interest free from all claims, charges, liens, adjustments, liabilities, litigations, agreements /arrangements/any understanding and or any other encumbrances of any kind whatsoever in respect of the said land.

And Whereas the Land Owners have further represented that the said land is eligible for development of residential/commercial Projects under the relevant laws of the State of Haryana without any impediment of any nature.

And whereas the said Land Owners have further represented and assured that their shares in the said land have been rightly and duly recorded in the revenue record which the Land Owners admit and acknowledge to be correct, a copy of the Takshim (partition) is annexed as annexure.

And Whereas the Developer has represented that it is a reputed Real Estate Company and holds sufficient expertise in the development of residential colonies, commercial projects, commercial towers, shopping complexes and has developed various projects in past in an around Gurgaon.

And Whereas the Land Owners are now desirous of utilizing the said land for construction of residential colony but have financial constraints and also lack expertise in the development/ construction thereof,

And Whereas the Land Owners have accordingly approached the Developer with a proposal of collaboration, wherein the Developer shall construct a commercial colony on the said land and in lieu of

For Summit Terracraft Private Limited

AW Singh 21.2.17
Vande Singh 21.2.17
Chetinder 21.2.17
Mulw 21.2.17
Sudant 21.2.17

Authorised Signatory
Mahender S. Punia
GURUGRAM
Regn. No. 3999

NOTARY
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

Page 3 of 33

the Developer's investment and efforts, the Developer shall be entitled to 62% share of the built-up super area alongwith proportionate undivided share in the land with the Land Owners including parking space and right to use the common site and common facilities with other occupants of the said project, to be developed by the Developer, on the said land on the terms and conditions as written hereinafter.

And Whereas the Developer, in good faith, relying on the representations and confirmations of the Land Owner, has accepted the proposal of the Land Owner and the parties to this agreement are now desirous of recording the details stipulation, terms and conditions governing this agreement in writing which are as follows:

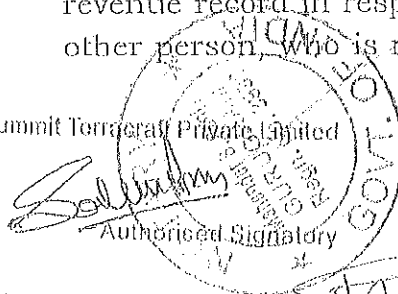
NOW THE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. The said Land

(a). Land is comprised of Khasra No. 1769 (2 Bighas 11 Biswas) and Khasra No. 13421/7140/1765/2 (1 Bigha 7 Biswas 6 Biswansis), total measuring 3 Bighas 18 Biswas 6 Biswansis equal to 2.45 acres, situated in the revenue estate of village Gurgaon, Tehsil and District Gurugram. This land, forming the subject matter of this agreement, is hereinafter referred to as the "Said Land". The said land has been demarcated as per Sizra aksh on the spot in the presence of parties. The electric polls etc. existing on the said land will be removed by "The Developer" at its own cost without any involvement of the Land Owners. It is agreed between the Parties that the Land Owners shall sign and execute necessary documents/applications as may be required by the Developer or concerned authorities from time to time with regard to the permissions and approvals for the development of the said land at the cost and expenses of the Developer.

(b). That Taksim has been completed in respect of the said Land and the names of the Land Owners have been recorded in the revenue record in respect of the said land. In the event that any other person, who is not a party to this agreement puts his/her

For Summit Terracraft Private Limited



Authorized Signatory

14/11/2018
12-12-2018

Vande Jais Chetinder
14/11/2018
12-12-2018

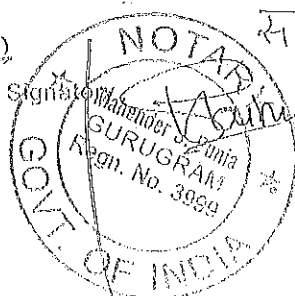
Susant Summa
Sumitbini Summa
Page 4 of 33

claim as co-owner then the Land Owners, jointly and severally, shall settle the dispute with the claimants and all expenses for settlement with Claimants shall be exclusively borne and paid by the Land Owners.

- (c). The Land Owners have represented that they have unimpeachable absolute right, title and interest free from all claims, charges, liens, adjustments, liabilities, litigations and or any encumbrances agreement/arrangement of whatever kind in respect of the said land and that the said land is eligible for development as residential/commercial colony under the relevant laws of State of Haryana without any impediment of any nature. Nevertheless, the Developer reserves its right to obtain a requisite due diligence report with respect to the title, revenue record as well as whether license can be obtained with respect to the said land, at its own cost and responsibility.
- (d). Wherever the context permits, the said land shall be referred to agriculture land and upon grant of license by the competent authorities, the said land shall become available for construction of residential/commercial colony after due permission from the competent authority at the cost and responsibility of the Developer.
- (e). The Land Owners agree that they shall, upon signing of this agreement, handover the true copies of the revenue record in spot of their title of the said land to the Developer since the same would be require for applying for licenses/ permissions etc. at the cost of the Developer.
- (f). That acting upon the representation of the Land Owners, the Developer agreed is proceeding to deposit a sum of Rs.5,01,00,000/- (Rupees Five Crore One Lac only) towards non-refundable security deposit, which is not to be refunded by the Land Owners to the Developer in any eventuality whatsoever, except as provided under this agreement, with the Land Owners in the following manner:

For Summit Terracraft Private Limited

Summa
Authorised Signatory



ATTORNEY AT LAW
S. PUNIA
ADVOCATE & NOTARY
DISTRICT GURGAON (Haryana) India

(i) a sum of Rs.51,00,000/- (Rupees Fifty-One Lac only) paid by the Developers to the land owners in the following manner at the time of execution of this agreement:-

(a) a sum of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand only) vide cheque no. 000337 dated 20.10.2021 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Ajit Singh Saini

(b) a sum of Rs.87,500/- (Rupees Eighty-Seven Thousand Five Hundred only) vide cheque no. 000164 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Ajit Singh Saini

(c) a sum of Rs.6,37,500/- (Rupees Six Lac Thirty-Seven Thousand Five Hundred only) vide cheque no. 000163 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr. Sat Narayan Saini

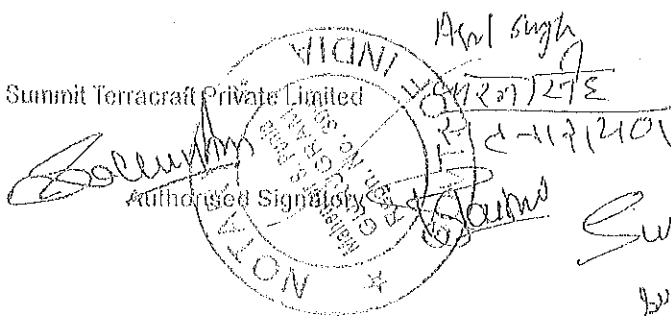
(d) a sum of Rs.6,37,500/- (Rupees Six Lac Thirty-Seven Thousand Five Hundred only) vide cheque no. 000165 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Karan Singh

(e) a sum of Rs.3,18,750/- (Rupees Three Lac Eighteen Thousand Seven Hundred Fifty only) vide cheque no. 000166 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sagar Saini

(f) a sum of Rs.3,18,750/- (Rupees Three Lac Eighteen Thousand Seven Hundred Fifty only) vide cheque no. 000167 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Vivek Saini

(g) a sum of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand only) vide cheque no. 000339 dated 20.10.2021 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sher Singh Saini

For Summit Terracraft Private Limited



Susant Summa
Sumit Saini

(h) a sum of Rs.16,35,714/- (Rupees Sixteen Lac Thirty-Five Thousand Seven Hundred Fourteen only) vide cheque no. 000168 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sher Singh Saini

(i) a sum of Rs.72,857/- (Rupees Seventy-Two Thousand Eight Hundred Fifty Seven only) vide cheque no. 000169 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Surender

(j) a sum of Rs.72,857/- (Rupees Seventy-Two Thousand Eight Hundred Fifty Seven only) vide cheque no. 000232 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Chetinder

(k) a sum of Rs.72,857/- (Rupees Seventy-Two Thousand Eight Hundred Fifty Seven only) vide cheque no. 000234 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Brijender Singh

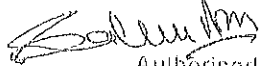
(l) a sum of Rs.72,857/- (Rupees Seventy-Two Thousand Eight Hundred Fifty Seven only) vide cheque no. 000235 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Harinder Saini

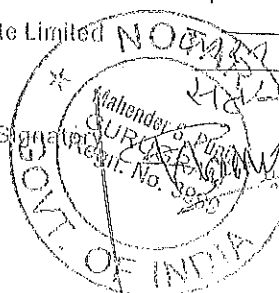
(m) a sum of Rs.24,286/- (Rupees Twenty-Four Thousand Two Hundred Eighty-Six only) vide cheque no. 000459 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mrs. Sushma Saini

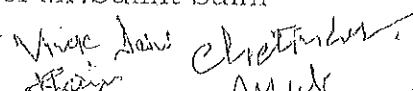
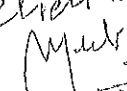
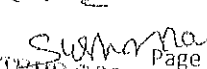
(n) a sum of Rs.24,286/- (Rupees Twenty-Four Thousand Two Hundred Eighty-Six only) vide cheque no. 000237 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sushant Saini

(o) a sum of Rs.24,286/- (Rupees Twenty-Four Thousand Two Hundred Eighty-Six only) vide cheque no. 000238 dated 14.01.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sumit Saini

For Summit Terracraft Private Limited


Authorised Signatory






Page 7 of 33
MAHENDER SINGH, PUNIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana), India

ii) a sum of Rs.50,00,000/- (Rupees Fifty Lac only) shall paid by the Developers to the land owners within 45 days from the date of execution of this agreement and PDC of the same has been handed over to the landowners as per the details mentioned below and the receipt of the same has been acknowledged by them.

(a) a sum of Rs.6,25,000 (Rupees Six Lac Twenty-Five Thousand Only) vide cheque no. 000479 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Ajit Singh Saini

(b) a sum of Rs.6,25,000 (Rupees Six Lac Twenty-Five Thousand Only) vide cheque no. 000480 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr. Sat Narayan Saini

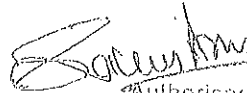
(c) a sum of Rs.6,25,000 (Rupees Six Lac Twenty-Five Thousand Only) vide cheque no. 000481 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Karan Singh

(d) a sum of Rs.3,12,500/- (Rupees Three Lac Twelve Thousand Five Hundred only) vide cheque no. 000482 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sagar Saini

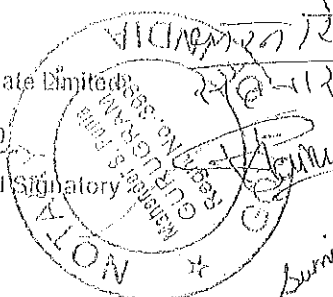
(e) a sum of Rs.3,12,500/- (Rupees Three Lac Twelve Thousand Five Hundred only) vide cheque no. 000483 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Vivek Saini

(f) a sum of Rs.21,42,857/- (Rupees Twenty-One Lac Forty-Two Thousand Eight Hundred Fifty-Seven only) vide cheque no. 000484 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sher Singh Saini

For Summit Terracraft Private Limited


Anil Singh

Authorised Signatory



Anil Singh

Vivek Saini

Chetinder

21/2/22

My

21/2/22

Sumit Saini

Summa Page 8 of 33

(g) a sum of Rs.71,429/- (Rupees Seventy-One Thousand Four Hundred Twenty-Nine only) vide cheque no. 000485 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Surender

(h) a sum of Rs.71,429/- (Rupees Seventy-One Thousand Four Hundred Twenty-Nine only) vide cheque no. 000486 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Chetinder

(i) a sum of Rs.71,429/- (Rupees Seventy-One Thousand Four Hundred Twenty-Nine only) vide cheque no. 000487 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Brijender Singh

(j) a sum of Rs.71,429/- (Rupees Seventy-One Thousand Four Hundred Twenty-Nine only) vide cheque no. 000488 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Harinder Saini

(k) a sum of Rs.23,810/- (Rupees Twenty-Three Thousand Eight Hundred Ten only) vide cheque no. 000489 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mrs. Sushma Saini

(l) a sum of Rs.23,810/- (Rupees Twenty-Three Thousand Eight Hundred Ten only) vide cheque no. 000490 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sushant Saini

(m) a sum of Rs.23,810/- (Rupees Twenty-Three Thousand Eight Hundred Ten only) vide cheque no. 000491 dated 15.03.2022 drawn on Bank of Baroda, Sector-53, Gurugram in the name of Mr.Sumit Saini

iii) a sum of Rs.2,00,00,000/- (Rupees Two Crore only) shall paid by the Developers to the land owners within 90 days from the date of LOI granted by DGTCP. However, if there is any delay in payment, which shall not be more than 90 days, then developer

For Summit Terracraft Private Limited

Am Singh
Vivek Jain
Chetinder
Haw
Munir
Raj
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DIST. GURGAON (Haryana)
Page 9 of 33
Authorized Signatory
Mahender S. Punia
GURUGRAM
Regn. No. 338
NOTARY
OF INDIA

iv) a sum of Rs.2,00,00,000/- (Rupees Two Crore only) shall paid by the Developers to the land owners within 90 days from the date of License granted by the DGTCP. However, if there is any delay in payment, which shall not be more than 90 days, then developer shall be liable to pay 12% simple interest per annum for such period of delay.

(a). The Land Owners are in physical possession of the said land and simultaneously, upon execution of this agreement, have handed over peaceful and vacant physical possession of the said land to the Developer. The Developer hereby accepts and acknowledges that the vacant and physical possession of the said land has been handed over to it from the Land Owner.

(b). The Developer shall keep the possession of the said land without any interference on behalf of the Land Owners and/or their agents, nominees etc. till the completion of the development and handing over the allocation/share of the Land Owners to the Land Owners as agreed under this agreement. The Developer shall develop the said land for the project for which license is obtained. If any electricity polls etc. are found to exist on the said land, the Developer will get the same removed at its own cost and responsibility.

(a). The Land Owners undertake to sign all such applications, documents, affidavit(s) , undertaking(s) and declaration(s) that may be required by the Developer with respect to the said land and further the Land Owners hereby authorized the Developer to submit all such applications and to follow up on their behalf with Director, Town and Country Planning, Haryana Chandigarh, or with any Central/State Government department,

Page 10 of 33

Municipality, Local authority and all other competent authorities as the Developer deems fit.

- (b). The Land Owners, at the time of execution of this agreement, have also executed and registered such Power of Attorney(s) in favour of Developer and/or its nominees as the Developer may deem necessary for development of the said land including grant of authority and power to make all such applications to and represent the Land Owners before all the Statutory, Governmental, Local Municipal Authorities, Departments, Offices, Agencies, Electricity Department and Water Supply undertaking etc. for grant of requisite exemptions, approvals, permissions, NOCs etc. The said Power of Attorney shall contain the right to sub-delegate all or any of the Powers contained therein and shall also include the right to initiate/defend legal cases for the protection of the titles and possession of the said land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this agreement. However, the Attorney on the basis of such Power of Attorney shall have no right to alienate or create any third party interest by way of mortgage etc. to any bank or NBFC's in respect of the said land. Notwithstanding the above, the Attorney on the basis of such Power of Attorney shall have the right to mortgage the Developer's share of the built-up area in the project along with the with rights of the underlying land the Department of Town & Country Planning, Haryana, if required.

4. Land free of Charges and Liens

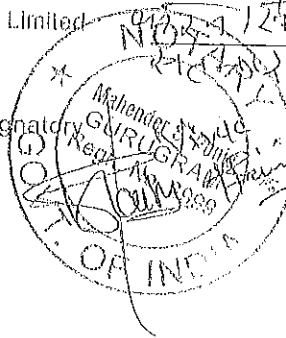
- (a) The Land Owners represents and assures the Developer that the said land is vacant and they have unimpeachable and absolute right, title and interest over the said land free from all claims, charges, liens, adjustments, liabilities, litigations, acquisition/requisition, prior mortgage or encumbrances, agreement/arrangement and/or third party interest of any kind whatsoever.

For Summit Terracraft Private Limited

[Signature]

Authorised Signatory

12.5 MAR 2022



[Signature]
MAHENDER & POONIA
ADVOCATE & NOTARY PUBLIC
DISTT. GURGAON (Haryana) India

- ## 5. The Time Frame

- For Summit Terracraft Private Limited

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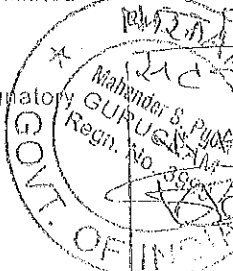
- (b). That in the event that there is any delay in performance of any obligations on the part of the Land Owners, then the said delay will be excluded from the time frame work as stated above.
- (c). That grace period of 6 (SIX) months shall be allowed to the Developer in all the eventualities.

6. Transfer of respective allocation by Developer and Land Owners

- (a) That after approval of the Building plan and grant of License, the Parties shall have full power and authority to market their respective allocation and to receive the consideration in their name or in the name of their nominee in respect of their respective allocation. However, the documents with regards to the sale of the allocation/unit, shall be the common for the entire project which shall be prepared by the Developer exclusively and the Land Owner shall have not right to draw up any documents with regards to the sale of the units.
- (b) That sale deed/transfer instrument/Lease deed or any instrument as may be desired by the prospective Buyer shall be executed/registered after obtaining the Occupation Certificate upon completion of the construction of the project.
- (c) The Land Owners/Developer shall join as confirming party to such instrument, if so desired by any of the party.
- (d) The sale consideration for transfer of allocation/share in favour of Developer shall be deemed to be the cost of the construction incurred by the Developer in respect of allocation/share of the Land Owners.
- (e) The Developer shall be responsible to meet the stamp and registration expenses and any other expenses for the said transfer.
- (f) If, the Land Owners fail to transfer the Developer's allocation in the project in favour of Developer or its nominee, in such event

For Summit Terracraft Private Limited

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ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India

the Developer shall have a right to seek transfer through court of Law by filing suit for Specific Performance. The Land Owners shall be responsible for the cost and other expenses which may be incurred by the Developer in the said Litigation.

7. Development/construction and allocation of Share

- (a). The Developer shall have the right to Develop, Construct the residential colony on the said land after obtaining due permissions, conversions, licenses, sanctions and clearance etc. from the competent authority at its own cost and responsibility. The Land Owners shall not be liable to incur any costs, investments or expenses for obtaining any permissions, clearances, licenses, sanctions and conversions etc.
- (b). The lay out design and specification for the development /construction of this project on this land shall be decided at the sole discretion of the Developer and the Land Owners shall not have any objection and or interfere in the same in any manner whatsoever.
- (c). The Land Owners and Developer shall share the Built up super area as :
- | | |
|-----------------|-----------------|
| (i) Land Owners | 38 % of the FAR |
| (ii) Developer | 62 % of the FAR |
- (d) The Developer on sanction on the building plan for the project, shall allot to the Land Owners built up super area equivalent to 38 % of the FAR including the FAR which may be enhanced in future. Whereas the Developer and the Land Owners shall be entitled to 62% and 38% of the Built-Up super Area respectively, the Parties shall be entitled to the common areas in the same ratio. The allotment of the built up super area of the share of the Land Owners shall be made keeping into consideration the market value of the share of the built up super area of the Developer that is to say both the Parties shall have their share in

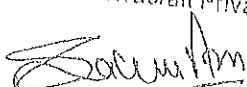
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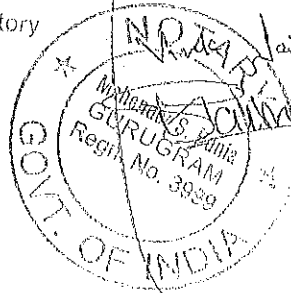
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Page 14 of 33


the built up area according to the market value of the share of the parties.

- (e). That on sanction on the building Plan, the Developer shall endeavor to identify/mark exact location of the allotted areas to the Land Owners and Developers. However, if due to the sizes of the units in the scheme, the exact agreed allotted area cannot be allotted, in that event, the Land Owner shall pay market price/mutually agreed price for the area allotted in excess of its allocation. In the event of the Super Area being allotted to the land owner is less than the Area to be allotted to the Land Owner, the Developer shall be entitled to refund at the market rate/mutually agreed rate and thereafter the Land Owner shall not have any claim left for that area. The location of the said allotted area will be determined by the Developer but in no event the Land Owner shall be entitled to claim the Built-Up super Area in excess of its location as a matter of right.
- (f) The Land Owner shall also be allotted proportionate area in the same ratio in the parking area and other amenities in this project which may be decided by the Developer. The Developer, after sanction of the building plans shall execute an MOU/supplementary Agreement/Addendum with the Land Owners about the allotted built up super area to the Land Owners in lieu of their share. The said allotment of the built up super area of the Land Owners after completion of the project shall be governed by the MOU/supplementary Agreement /Addendum.
- (g) That the Developer shall be responsible to deposit the EDC and IDC of whole of the project. The Land Owners shall not be liable to pay any EDC or IDC of the share of their allotted area and common areas including the parking area subject to the area that the Land Owners retain for their own use. In the event that the land owners transfer/sell their allocation to the prospective buyers, the IDC/EDC collected by the Land Owners from the

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MAHENDER S. PUNIA
ASSOCIATE & NOTARY
DIST. GURGAON (Haryana) India

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(h). After completion of the said project, the same shall be maintained by an arrangement to be decided by the Developer and/or its nominated Maintenance Agency, subject to the provisions of Haryana Apartment Ownership Act, 1983 and compliance of all statutory regulations as may be applicable from time to time. However, the Land Owners shall not be liable to pay any maintenance charges of their allotted built up super area till the occupation certificate is obtained by the Developer. The Developer shall file and when required, its requirement statements with the competent authority with regard to the occupancy in the said building under the Haryana Apartment Ownership Act, 1983.

8. Dispute/Claims on the title of the Land Owner

(b). In case, the Land Owners fail to cure the defect in the title as stated above or the Land Owners are involve or engaged in any litigation whatsoever, with respect to the said land, the

litigation whatsoever, with respect to the said land, the

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Page 16 of 33.

Developer, at its sole discretion, may settle the disputes with the litigants on such terms and conditions and all cost in whatsoever manner incurred/to be incurred by the Developer shall be on account of the Land Owners. The Developer shall be in its sole discretion and without prejudice to any of its other rights under this agreement or in any law, rescind from this agreement, in such event, the Land Owner shall be liable to

- (i) refund to the Developer, all the amounts paid by the Developer to the Land Owners under this agreement
 - (ii) pay all actual expenses incurred by the Developer under the present Agreement
 - (iii) Fulfill all commitments made by the Developer with prospective Buyers vendors/suppliers/contractors/workers etc.
 - (iv) pay all cost incurred by the Developer in discharge of its obligations under this agreement and;
 - (v) pay damages for the loss which is suffered by the Developer or their nominee due to failure of Developer to develop and handover the project to the prospective Buyers.
- (c) The Land owners do hereby agree and accept that till the dispute is settled with the litigants and /or with Developer in respect of the matters as written in sub- clause (b) hereinabove , the Developer shall have lien on the said land and development carried on the said land and possession shall remain with the Developer.

9. Right to Sell

- (a). The Developer shall at its own cost draft all the documentation (s)leaflets, brochures, advertisements, including but not limited to application, allotment letter, Buyers' Agreement etc., for the sale of allotted areas by the respective Parties. The Parties agree that uniform set of

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Authorized Signatory
MAHENDER S. PUNIA
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Page 17 of 33
MAHENDER S. PUNIA
DIST. GURGAON (Haryana) India
Sumit Bani

documents prepared and approved by the Developer shall be used for sale of the respective area allocated in the Project.

- (b). The Land Owner hereby unconditionally accept and agree to execute/use the documentation drafted by the Developer, as stipulated above, for the sale of the allocated area in favour of the prospective Buyers .
- (c) The land Owners do here by undertake to execute all necessary documents (sale deed /transfer instrument) ,so as to transfer the perfect legal title in favour of Developer or its nominee /prospective Buyer, to the extent of share of the Developer for which Developer is entitled under this agreement in lieu of the cost of the construction raised by the Developer on the said land.
- (d). It is agreed that after sanction of the Building Plans or the commencement of marketing of the constructed areas, whichever is earlier, the Developer shall demarcate the allotted areas of the Land Owner i.e. the area to be allotted to the Land Owner. The Developer may have a right to enter into Buyers Agreement with the prospective buyers on its own behalf and receive the part/full sale consideration at its own risk and responsibility. However, the Developer shall execute the sale deed in favour of the prospective buyer only after obtaining occupation certificate from the concerned authorities.
- (e). The Land Owners shall also have a right to enter into Buyers agreement with their prospective buyers with respect to any portion of the proposed allotted area by the Developer and shall have right to received part/full sale consideration from the prospective buyers. However, they shall execute the sale deed in favour of prospective buyers only after obtaining the occupation certificate from the concerned authorities.

For Summit Terracraft Private Limited

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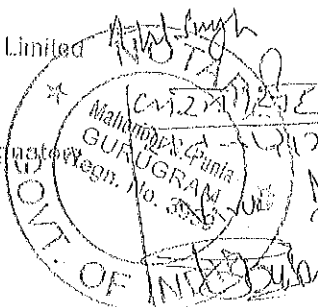
- (f). That the Developer and The Land Owner shall execute agreement inter-se regarding the allotment of the portions of the share of the Land Owners and Developers including car parking space. Regarding the utilization of common area and common facilities, it has been agreed that subject to payment of maintenance charges as may be decided from time to time by the Maintenance Agency, all the occupants of the said projects shall have right to use the common area and common facilities of the project. The said agreement shall be got registered, if required, and at the cost of the Developer.

10. Force Majeure Conditions

- (a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) strike or lockout (iii) riots insurrection, war (undeclared or declared), embargoes or blockages (iv) floods, explosions, fire or earthquakes (v) industrial disturbance (vi) inevitable accidents (vii) change in Government Policies/delays including any ban on construction by any reason whatsoever including but not limited to NGT order/honorable Supreme court order (viii) any kind of lockdown due to pandemic including but limited to covid (ix) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions and such period of force majeure shall be excluded from the time frame. In such an event, the Developer shall communicate to the Land Owners in writing with documentary proof the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner. The Developer shall also endeavor to overcome the consequences of force majeure event and perform its obligations as far as

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MAHENDRA S. PUNIA
ADVOCATE & COMPANY
DIST. GURGAON (Haryana) India

practicable, and inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

1.1. Undertaking of the Land Owner

The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and the Land Owner further agrees and undertakes:-

- (a) That the Land Owners shall handover the possession of the said land simultaneously on execution of this agreement and upon handing over of the possession thereof by the Land Owners to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon in terms of this agreement.
- (b) To execute a special power of attorney/General Power of Attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary to obtain requisite conversion permission, License, sanctioned site plans etc. necessary in relation to the development on the said Land including obtaining of necessary permissions from the Local Departments like Real Estate Regulatory Authority, Electricity Board, Municipal Corporation, Forest Department and Pollution Board etc. including booking/allotment/enter into agreement to sell/Buyers' agreement in accordance with applicable laws and execute the sale deed/transfer deed/lease deed or any instrument for transfer of title after issue of occupation

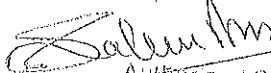
For Summit Terracraft Private Limited

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Authorized Signatory
Summit Terracraft Private Limited
21/12/23
Sushma

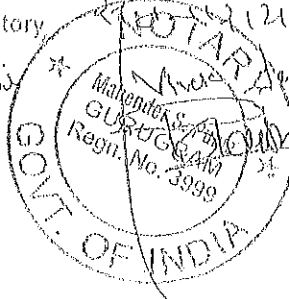
certificate/completion certificate by the concerned authority and handing over Landowners allocation to them.

- (c). If necessary, to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign/execute all the documents, letters and papers/affidavits, undertakings as and when demanded by the Developer, pertaining to the development of the said land including obtaining of refunds of the money/ Bank guarantees given to the government of Haryana/ Competent authority/Board by the Developer in the name of the Land Owners but not limited to, obtaining refunds of the money/bank guarantees given to the government of Haryana/competent authorities.
- (d) Not to cause any hindrances/obstructions or omit/neglect to do any act deed, things which could prevent the Developer from obtaining expeditiously all approvals, commencing, carrying on and completing the said project, obtaining occupation certificates, release of bank guarantees and refunds etc.
- (e) To bear and pay all taxes including Goods and Services Tax, wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc. as may be charged/levied by Government/Semi-Government/Local bodies in respect of the Land Owner's share. Wherever the Land Owners have entered into an agreement to sell/lease its share, the Land Owners shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- (f) Not to do and/or cause to be done any act of omission or commission which may cause annoyance inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the

For Summit Terracraft Private Limited


Authorised Signatory

Sumit Bains



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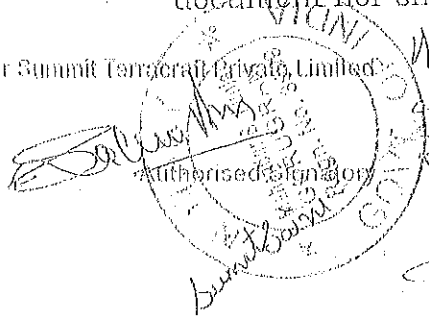
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M. J. PUNIA
ADVOCATE & S.O.A.
DIST. GURGAON (Haryana) India

construction works on the said Land and/or conveyance/transfer of the said project in full or in part by the Developer or the said buildings in full or in part on the said Land in terms of this Agreement. Further, the Land Owners shall not do or cause to be done any damage to the reputation and goodwill of the Developer.

- (g) To render full assistance and cooperation to the Developer in completion of the construction works and all its other obligations under this Agreement.
- (h) To faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- (i) To abide by the laws of the land including the Real Estate (Regulation and Development) Act, 2016 and any local enactments including the Haryana Real Estate (Regulation and Development) Rules, 2017, Haryana Apartment Ownership Act, 1983, and other rules, if made applicable to building (s) on the said Land and any other law that may become applicable in future with respect to the said Land or the building (s) on the said Land.
- (j) To abide by the Building Plans, Design and specifications of the construction works as may be finalized by the Developer and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- (k) That during the subsistence of this Agreement, the Land Owners shall not sell, partition, gift, mortgage, pledge or encumber or enter into any agreement /arrangement in any manner to deal with the said Land more than their allotted share in the said land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document nor shall create any third party rights or interest

For Summit Terracraft Private Limited



Handwritten signatures and dates: 'M/S Singh' dated '9/2/2018', 'Ravi' dated '12/12/2017', and 'Vivek Saw' dated '21/2/18'.

Handwritten signatures and dates: 'Ravi' dated '12/12/2017', 'Chetinder' dated '21/2/18', and 'Sushant' dated '21/2/18'. There is also a signature 'Summa' at the bottom right.

on the portion of the said Land/building of the share of the Developer in any manner, whatsoever.

(l) That they shall not surrender, cancel, revoke, extinguish or lapse the license (s) granted under any circumstances whatsoever unless the Developer violates the terms and conditions of this agreement.

(m) The Land Owners undertake as :-

(i) That they shall distribute the Land Owners Allocation between themselves. If any dispute arises for inter se distribution of allocation/ share in the project or in respect to fulfill any obligations, or in respect of any terms of this agreement, they themselves shall settle all such disputes and the Developer shall not bear any liability towards the same.

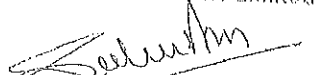
(ii) That in case the Land Owners fail to resolve the disputes themselves *inter se*, the dispute between them shall not affect this present agreement. The Developer shall have all power and authority to continue the development of the said project.

(iii) It has been further agreed that in case Land Owners or any of the Land Owner refuses to take possession of their allocation, the Developer shall not be liable in any manner for maintenance of the same.

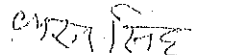
(iv) After issue of occupancy certificate, the Land Owners shall be liable to pay maintenance charges.

(v) That if the Land Owners have created third party interest, in any manner, in the share/allocation of the Land Owners, Land Owners shall be solely liable and responsible to settle all issues with claimants at their own risks, cost and consequence.

For Summit Terracraft Private Limited


Authorized Signatory

Amul Singh


21/12/201

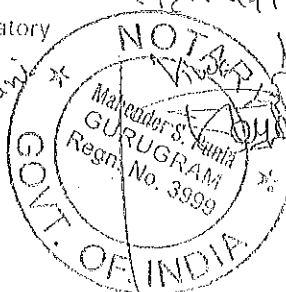




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MAHENDER S. GUPTA
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

(vi) That if due to dispute between the Land Owners, the project is delay or developer suffers any loss, for any reason, it shall be sole liability of the Land Owners to compensate the same. Till the compensation is paid, the Developer shall have first charge/lien on the allocation /share of the Land Owners.

- (n) That in the event that the Land Owners receive any refund, which was deposited by the Developer on behalf of the Land Owners with the Government authorities, then the Land Owners shall refund the same within period of 10 days from date of receipt. If the Land Owners failed to refund the amount, they shall be liable to pay interest @ 2% per month on the same on a cumulative basis.

12. Undertaking of the Developer

The Developer has assured the Land Owners that all the stipulations, obligations terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes:-

- a. to make applications, declarations etc. in the prescribed forms and to process and obtained necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- b. to get the residential complex registered under the Real Estate Regulatory Authority within the stipulated period provided under the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017. Any breach of the terms and conditions of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 by the Developer and the same shall not create any liability on the Owners.

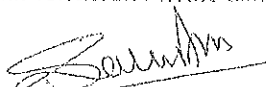
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Page 24 of 33
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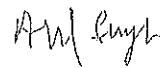
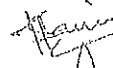
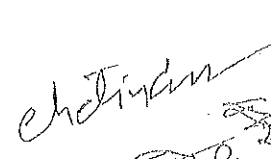
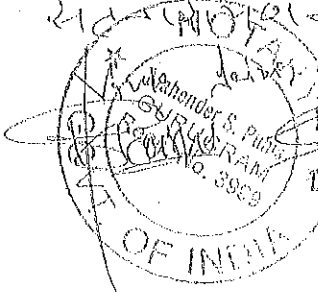
- c. to identify and demarcate the Land Owner share as stipulated in clause of the allotted area as stated above.
- d. The Developer shall, with its own man power/contractors and material and at its own costs, carry out and complete the development/construction work on the said Land in accordance with the sanctioned layout and building plans and complete the constructions works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed thereunder
- e. To engage at its own costs and expense, services of Architect, Engineers, Contractors and other employees as it may deem fit and necessary.
- f. To be responsible for compliance of all laws, rules, regulations and notifications during the time construction work are being carried out on the said Land in terms of this Agreement.
- g. To abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future and the Developer shall be responsible for any mishappening or accident.

13. Miscellaneous

- (a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/ construction on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.

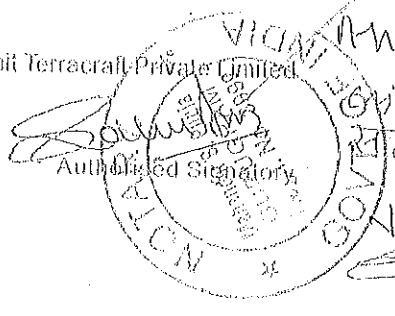
For Summit Terracraft Private Limited


Authorised Signatory


21/12/22

21/12/22

21/12/22

ATTESTED TO BE TRUE COPY
Page 25 of 33
Mohinder S. Punia
Advocate & Notary
District of India

- (b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed residential/Commercial Units by the buyers under both the Land Owner Share and the Developer's share shall be borne by the said buyers.
- (c) After the execution of the present Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and/or other rights appurtenant thereto including the right of easement.
- (d) The Developer shall have to absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development/constructions works thereon.
- (e) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- (f) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- (g) If any provision(s) of this Agreement or the application thereof to any person or circumstances is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and

For Summit Terracraft Private Limited


 Vikram Singh
 Chaitin
 Rishi
 Sushma
 Summit Saini

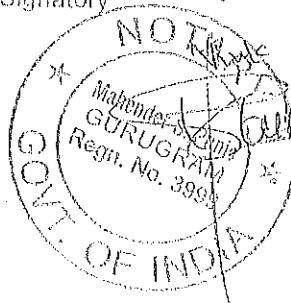
application of such provisions to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

- (h) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
- (i) This Agreement shall not be construed or understood to be partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.
- (j) That the title document of the said land are hereby handed over to the Developer as a security for ensuring performance of Land Owner's obligations under this Agreement.
- (k) That after carrying on due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement/Addendum and the same shall form part and parcel of this Agreement.
- (l) This agreement is irrevocable save and except in the circumstances specifically provided therein.

For Summit Terracraft Private Limited

[Signature]

Authorised Signatory



ATTESTED TO BE TRUE COPY
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DIST. GURUGRAM (Haryana) India

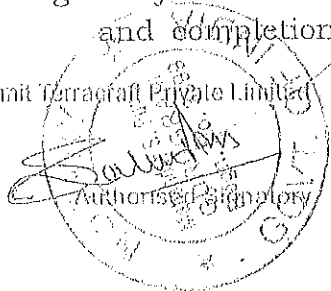
14. Indemnifications

The Land Owners hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following:

- a. Any of the representations, statement an assurances made by the Land Owner is found to be false, fraudulent or misleading;
- b. Any defect in the title of the said Land;
- c. Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them.
- d. The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of the following.
- e. Any of the representation(s), statement(s) and assurance(s) made by the Developer is found to be false, fraudulent or misleading.
- f. After transfer of the developer's allocation in favour of the Developer and/or its nominee, non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.
- g. Subject to clauses herein above, any delay in construction

and completion of the said buildings due to reasons solely

For Summit Terracraft Private Limited



AM Singh

24/12/2018

Vivek Jaini

Chaitanya

21/12/2018

Sushant

Summa

attributable to the Developer.

15. Registration and Additional Clearance

In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.

Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement.

16. Waiver

The failure of any Party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

17. Severability

If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

18. Modification

- i) No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.
- ii) Parties state and affirm that they have prior to and at the time of entering into this Agreement made needful

For Summit Terracraft Private Limited

Authorised Signatory

MAHENDER S. PUNJ
GURUGRAH
Regn. No. 3990

NOTARY PUBLIC
Mahendar S. Pant
GURUGRAM
Regn. No. 3999
GOVT. OF INDIA

Page 29 of 33
NOTARY PUBLIC
SUNNYVALE, CA

disclosure of all material facts and circumstances known to it in respect of the subject matter of the Agreement, which is likely to influence the conduct or decision of the parties towards execution of this Agreement and both the parties have fully satisfied themselves in this regard.

- iii) Parties shall not do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.
- iv) The parties shall not do any act, deed, matter or thing whereby or by means whereof the licence and/or approval granted by any authority for the development of the Said Land is or may be or likely to be cancelled, terminated or otherwise made invalid and inoperative.
- v) The parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or central laws or terms of licence, Haryana Apartment Ownership Act for the development of the Said Land.

19. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such dispute & differences amicably and in good faith through mediation and conciliation within 15 (fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer, with the consent of landowner, whose decision shall be binding on both the parties. The Land Owners hereby confirm that they shall have no objection to the said appointment. The arbitration

For Summit Terracraft Private Limited

[Handwritten signatures and stamps]
Authorized Signatory
Summit
Chelinder
Sumit Saini
Summa
Page 30 of 33

proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This agreement shall be construed and interpreted by the laws of India. The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction to decide any and all disputes arising in an out of in connection with the present Agreement.

20. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as under:

<u>Address of Land Owners</u>	<u>Address of Developer</u>
871/2 Mata Road, Near Mamta Hospital, Ganga Vihar, Gurugram	G-3 , Additya Complex, Plot no 7, Preet Vihar, Commercial Centre, Delhi - 110 092
and	
870/2 Mata Road, Near Mamta Hospital, Ganga Vihar, Gurugram	

21. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or

For Summit Terracraft Private Limited

[Signature]
Authorized Signatory



[Signature]
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

Page 31 of 33

[Signature]
Sumit Saini

arrangement (express or implied) between the Parties in relation to all such matters.

22. Copies of the Agreement

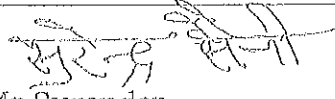
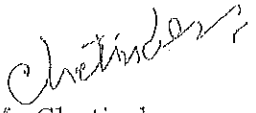
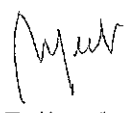

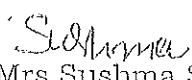
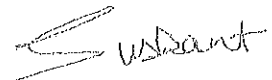
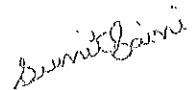
Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

Dr. J. K. Singh
31/01/22

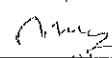
Signed and delivered by Summit Terracraft Private Limited <i>[Signature]</i> Authorized Signatory	Signed and delivered by within named Owner <i>[Signature]</i> 1. Mr. Ajit Singh Saini <i>[Signature]</i> 2. Mr. Sat Narayan Saini <i>[Signature]</i> 3. Mr. Karan Singh <i>[Signature]</i> 4. Mr. Sagar Saini <i>[Signature]</i> 5. Mr. Vivek Saini <i>[Signature]</i> 6. Mr. Sher Singh Saini
---	---

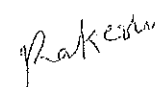
For Summit Terracraft Private Limited

[Signature]
Authorized Signatory
GOVT. OF INDIA
MINISTRY OF LAND ACQUISITION
AND RURAL DEVELOPMENT
GOVT. OF INDIA

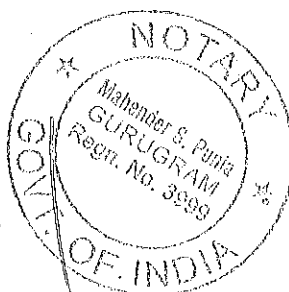
	 7. Mr. Surender
	 8. Mr. Chetinder
	 9. Mr. Brijender Singh
	 10. Mr. Harinder Saini
	 11. Mrs. Sushma Saini
	 12. Mr. Sushant Saini
	 13. Mr. Sumit Saini

Witnesses: -

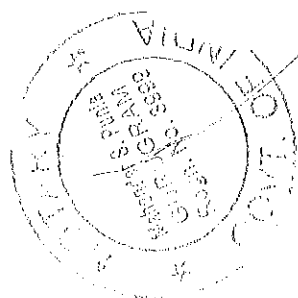
1. 
Mahesh K. Chathan
Advocate
Distt. Courts, Gurugram

2. 
RAKESH Kumar
S/o RAM KISHAN
R/o 1122 JATAULI DIST
GURUGRAM

25 MAR 2022



ATTESTED TO BE TRUE COPY
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India



Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 27/01/2022

Certificate No. G0272022A3418

GRN No. 86571149



Stamp Duty Paid : ₹ 1000

(Rs. Incurred Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ajit Singh Saini

H.No/Floor: 870/2

Sector/Ward: Na

LandMark: Ganga vihar

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 94*****23

Others: Sat narayan saini, karan singh, sagar saini and others



Buyer / Second Party Detail

Name: Summit Terracraft Pvt Ltd

H.No/Floor: G3/7

Sector/Ward: Na

LandMark: Aditya complex preet vihar

City/Village: Delhi

District: Delhi

State: Delhi

Phone: 94*****23

Purpose: GENERAL POWER OF ATTORNEY

398

31/01/22

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

GENERAL POWER OF ATTORNEY

This Power of Attorney is made at Gurugram, Haryana on this 31st day of January 2022 by:-

- (1) Mr. Ajit Singh Saini (Aadhar no. 9744 9675 1996), s/o Mr. Ganga Jivan Saini s/o Mr. Chitar Saini; (2) Mr. Sat Narayan Saini (Aadhar no. 4441 9131 3965) s/o Mr. Ganga Jivan Saini s/o Mr. Chitar Saini; (3) Mr. Karan Singh (Aadhar no. 3238 8257 2074) s/o Mr. Ganga Jivan Saini s/o Mr. Chitar Saini; (4) Mr. Sagar Saini (Aadhar no. 4252 1554 9279) s/o Mr. Tej Singh Saini s/o Mr. Ganga Jivan Saini; (5) Mr. Vivek Saini (Aadhar no. 3166 7270 4675) s/o Mr. Tej Singh Saini s/o Mr. Ganga Jivan Saini; (6) Mr. Sher Singh Saini (Aadhar no. 2424 5667 3555) s/o Mr. Chandgi Ram s/o Mr. Chitar Saini; (7) Mr. Surender (Aadhar no. 7291 0685 4945) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (8) Mr. Chetinder (Aadhar no. 5544 0616 1473) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (9) Mr. Brijender Singh (Aadhar no. 2486 8711 5005) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (10) Mr. Harinder Saini (Aadhar

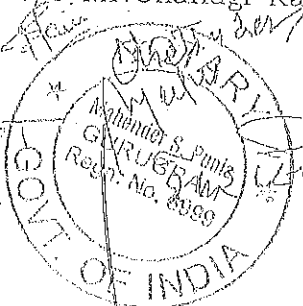
Ajit Singh

Chitar Saini

31/01/22

Vivek Saini

31/01/22



Manender S. Poonia

Advocate & Notary

Distt. Gurgaon (Haryana)

India

प्रलेख नं:398

दिनांक:31-01-2022

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील गुरुग्राम
गांव/शहर मुडगाँव शहर

धन संबंधी विवरण

राशि 10 रुपये स्टाम्प इयुटी ६. राशि 1000 रुपये
स्टाम्प नं : G0272022A3418 स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 EChallan:79118534 पेस्टिंग शुल्क 3 रुपये
रुपये

Drafted By: ROHIT KHATANA ADV

Service Charge:200

यह प्रलेख आज दिनांक 31-01-2022 दिन सोमवार समय 2:45:00 PM बजे श्रीमती /कुमारी

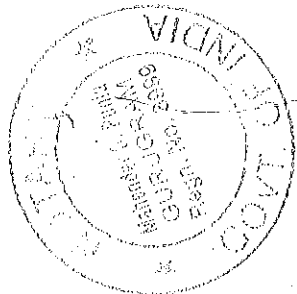
AJIT SINGH SAINI पुत्र GANGA JIVAN SAINI SAT NARAYAN SAINI पुत्र, GANGA JIVAN SAINI KARAN SINGH पुत्र
GANGA JIVAN SAINI SAGAR SAINI पुत्र TEJ SINGH SAINI VIVEK SAINI पुत्र TEJ SINGH SAINI SHER SINGH SAINI
पुत्र CHANDGI RAM SURENDER पुत्र SHER SINGH SAINI CHETINDER पुत्र SHER SINGH SAINI BRIENDER SINGH
पुत्र SHER SINGH SAINI HARINDER SAINI पुत्र SHER SINGH SAINI SUSHMA SAINI पत्नी LATE SH. RAVINDER
SAINI SUSHANT SAINI पुत्र LATE SH. RAVINDER SAINI SUMIT SAINI पुत्र LATE SH. RAVINDER SAINI निवास
SAME द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/न पंजीयन अधिकारी (गुरुग्राम)
हस्ताक्षर प्रस्तुतकर्ता
AJIT SINGH SAINI SAT NARAYAN SAINI KARAN SINGH SAGAR SAINI VIVEK SAINI SHER SINGH SAINI
SURENDER CHETINDER BRIENDER SINGH HARINDER SAINI SUSHMA SAINI SUSHANT SAINI SUMIT SAINI

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SUMMIT TERRACRAFT PVT LTD thru SACHIN ARORA OTHER सहजिर है।

प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती / श्रीम. CHAUHAN पिता निवासी
ADV GGM व श्री/श्रीमती /कुमारी RAKESH पिता RAM KISHAN



no. 4954 4922 3190) s/o Mr. Sher Singh Saini s/o Mr. Chandgi Ram; (11) Mrs. Sushma Saini (Aadhar no. 3409 1579 0806) w/o Late Mr. Ravinder Saini s/o Mr. Sher Singh Saini; (12) Mr. Sushant Saini (Aadhar no. 8781 3110 1378) s/o Late Mr. Ravinder Saini s/o Mr. Sher Singh Saini; and (13) Mr. Sumit Saini (Aadhar no. 8588 2122 3040) s/o Late Mr. Ravinder Saini s/o Mr. Sher Singh Saini, all residents of Ganga Vihar, Gurugram, Haryana (hereinafter referred to as the "Executants")

The above named be jointly referred to as the Executants.

WHEREAS the executants are the absolute Owners in possession of the land (details given in land schedule) measuring 3 Bighas 18 Biswas 6 Biswansis situated in revenue estate of Village Gurugram of Tehsil and District Gurgaon, Haryana as per Annexure A (herein after referred to as the said land)

AND WHEREAS the executants have entered to a Collaboration Agreement dated 31-01-22 (the Collaboration Agreement) with Summit Terracraft Private Limited (Attorney/Developer) a Company incorporated under Companies Act, 1956, having its registered office at G- 3, Aditya Complex, Plot No. 7, Preet Vihar C.C., Delhi- 110092 through its authorized representative Shri Sachin Arora (Aadhar No. 9300 3622 2850) S/o Shri Naresh Kumar for the developments and construction of a commercial complex/residential complex (said project) on the said land on the terms and conditions contained in the said agreement.

AND WHEREAS by virtue of clause 3 (b) of the said Collaboration Agreement, the executants have agreed to execute a Power of Attorney in favour of said collaborator being the Developer i.e. Summit Terracraft Private Limited to carry out the objects specified in the said collaboration agreement acting through its Director Sh. Deepak Gupta and Sh. Sanjay Gupta or/and all persons as may be authorized by the Board of Directors of the Attorney/Developer.

AND WHEREAS the said Attorney/Developer has requested the Executants to grant and execute a Power of Attorney in terms of the aforesaid Collaboration Agreement in its favour.

Now therefore the Executants do hereby appoint, nominate and constitute Summit Terracraft Private Limited (Developer/Attorney) to be the true and lawful attorneys for and on behalf of Executants and in

Handwritten signatures and stamps:
- Mahender Singh, Gurugram, Reg. No. 3999
- Sushma Saini
- Sumit Saini
- Advocate & Notary, Distt. Gurgaon (Haryana) India

Reg. No.

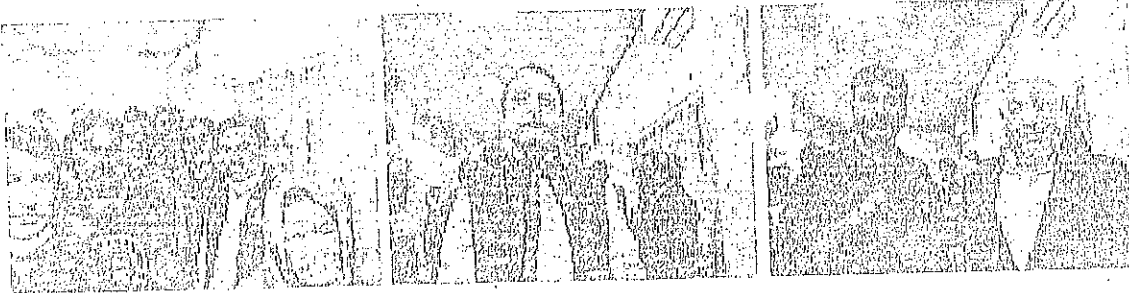
Reg. Year

Book No.

398

2021-2022

4



पेशकर्ता

प्राधिकृत

गवाह



Chetinder Saini
22/1/2022
Sushma
Meeta Saini
Sushant
Harinder Saini

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- AJIT SINGH SAINI SAT NARAYAN SAINI KARAN SINGH SAGAR SAINI
VIVEK SAINI SHER SINGH SAINI SURENDER CHETINDER BRIJENDER SINGH
HARINDER SAINI SUSHMA SAINI SUSHANT SAINI SUMIT SAINI

प्राधिकृत :- श्री SACHIN ARORA OTHERS SUMMIT TERRACE, 1ST FLOOR, PVT.
LTD

गवाह 1 :- MK CHAUHAN

गवाह 2 :- RAKESH

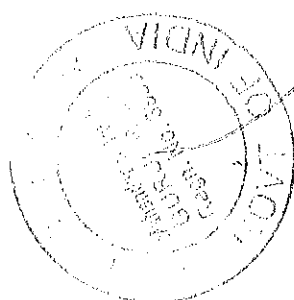
प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 398 आज दिनांक 31-01-2022 को बही नं 4 जिल्द नं 45 के पृष्ठ नं 172.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 34 के पृष्ठ संख्या 7 से 9 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

AR

दिनांक 31-01-2022

उप/संयुक्त पंजीयन अधिकारी (गुरुराम)



the name of Executants acting through its Directors Sh. Deepak Gupta and/or Sh. Sanjay Gupta and/or all and any persons as may be authorized by the Board of Directors of the Developer/Attorney to do and/ or execute, perform or cause to be done, executed and performed from time to time all or any of the following act, deeds or things namely in respect of the said property.

1. To sign, verify, file, submit furnish all applications and documents before various authorities in Gurgaon and Chandigarh, such as Haryana State Industrial and Infrastructure Development Corporation of India Ltd., Haryana Urban Development Authority, Director, Town and Country Planning, Haryana, Chandigarh, Secretary Revenue, Secretary Finance, National Highway Authority of India (NHAI), Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, and all other departments and authorities of the Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed in connection with the Said land matters related thereto and/or sanction/ implementation of the said project.
2. To enter upon the land and to take possession of the land and take all necessary action for the implementation and development of Project on the said Land.
3. To apply for and obtain licenses, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, Haryana State Industrial and Infrastructure Development Corporation of India Ltd., NHAI, Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, and/or any other concerned authorities under Local / State / Central Government including developing of the said land for residential colony / Commercial Colony under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 or any other applicable laws, rules etc. and for that purpose to sign, file all necessary application, undertaking, agreement, affidavit, bank guarantee, indemnity bond and/or all other papers and documents as may be required from time to time by the concerned authorities.
4. To sign, apply and follow-up with all the concerned regulatory authorities the matters relating to grant/renewal/transfer of licenses and to do all and any act and deeds under the Haryana

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Naveen Jaini

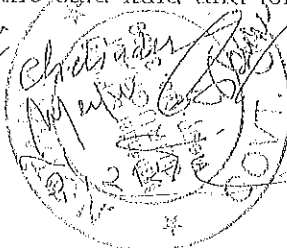


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Sumit
Sumit Saini
MAHENDRA KUMAR
ADVOCATE & NOTARY
DIST. GURGAON (Haryana)

Development & Regulation of Urban Areas Act, 1975, or any other applicable Act and or notification for and in respect of the Said land, the sanctions and approvals of layout plan, building plans, zoning plans, completion certificates, etc., as required under the law for the development, construction and completion of residential colony/Commercial Colony, on the Said land and to sign, submit all undertakings, deeds, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executant, as required from time to time in connection therewith.

5. To sign, file, submit and obtain lay out plan, building plan, services plan, revised/modified building plan and services plan before the concerned authorities including but not limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA)/ Haryana State Industrial and Infrastructure Development Corporation Ltd (HSIDC Ltd)/Municipal Authority/local bodies/Forest department, and/or any other local authority under the State Government and/or Central Government as may be required from time to time.
6. To apply for and obtain requisite permissions, approvals, NOC from the concerned authorities such as Town and Country Planning Department, Haryana Urban Development Authority, Fire Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and/or authorities in charge of sewer, water, electricity, highways any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.
7. To represent in all offices of Governor of Haryana, Town and Country Planning Department Haryana, Haryana Urban Development Authority, Municipal Committee Gurgaon, Haryana State Electricity Board, Environment Department or any other Government Authority/Local Body and to sign and make any letter, document, representation for licenses, permission and consent required in connection with the work of development and construction of a multistoried Commercial Complex/residential complex on the said land and for purposes incidental thereto and

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 21/11/2017
 21/11/2017
 Anurag Jaiswal



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 Executant Sushma
 Sumit Saini

8. To apply for and obtain water connections, sewerage disposal connections, electricity connections, permits of cement, iron and steel or any other building materials from the appropriate authorities and to deposit necessary charges for the aforesaid purposes and also to receive back the refunds, if any, which may be due.
9. To engage any employee, labour, contractor, vendors, suppliers, electrician, plumber, architect, planner, draftsmen, consultants, engineers etc. for the construction of the said project/building to be constructed, to fix their charges, cost remunerations and pay the same and the executant will not be responsible for any accident that may occur during the course of construction, and the Attorney alone shall meet any financial or other liability either under Workmen Compensation Act or under any other law or regulations in force for the time being. Any financial expenditure of whatsoever, nature involved in any accident to Workmen, Labour, employee, neighbor or any other persons shall be borne by Attorney and the executant shall be absolved of and indemnified by the attorney of any financial or other liability in this regard.
10. To enter into Space Buyers/Allotment Agreement(s) i.e. Agreement(s) for sale of residential apartments/flat/ residential space/shops/service apartment/units/ commercial space constructed in said land in respect of allocation/shares of the Developer.
11. To receive booking amount/ application money/sale price/ lease/licence money payable by the allottee(s)/purchaser(s)/ lessees/licencee(s) in respect of allocation/shares of the Developer and to receive consideration /advance in its own name or in the name of its nominee and the developer shall be responsible for any risks or costs involved.
12. To execute and get registered by appearing before Sub Registrar sale deeds, lease deeds, gift deeds, mortgage deeds, licence deeds, relinquishment deeds/rectification deed(s), Award of Arbitrator etc.

or any other document which the attorney deems expedient and necessary in his wisdom in respect of allocation/shares of the Developer and to receive consideration/advance in its own name of in the name of its nominee.

13. To give formal possession of the part of the said project/ space purchased by buyers or obtained on lease by the Lessee by handing over vacant possession of such part of said project /space in the said project subsequent to execution of sale deed(s) or on such other terms as may be agreed by the Developer in respect of allocation/shares of the Developer.
14. To pay and allow all taxes, assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the Said Land to the authorities concerned.
15. That the Attorney is entitled to file/defend any suit, proceedings, civil, revenue, taxation or criminal before any court/officer/authority/Arbitrator in respect of the said project/said land. The attorney shall be entitled to prosecute/defend any such action in the original stage or in appeal, revision etc. up to the highest court of law and/or tribunal. The Attorney is entitled to engage counsel, to produce evidence, to give statement, to deposit or withdraw any amount, sign and verify any Vakalatnama in respect of the aforesaid land, to compromise any matter/proceedings, to suffer any decree, to execute a decree, to obtain possession, appoint arbitrator or commission. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of entire land subject matter of Agreements. The Attorney shall be competent to enter into any settlement pertaining to the said land.
16. 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.
17. To appoint such maintenance company/agency or undertake the work itself or through its associates/affiliates as they may deem fit

AW Singh
01/21/2018
21/01/2018
Vivek Singh
Chetan Singh
Sushma
Santosh
Sumit Singh

for carrying out the work of facility management or maintenance of the project.

18. To appoint and execute further General Power of Attorney(s) and Special Power of Attorney (s) empowering them to do acts and things as mentioned in this Power of Attorney and to do things and acts to obtain the objectives as mentioned in the collaboration Agreements

19. That Power of Attorney shall be confirmed only to matter relating to the matters enumerated in this Power of Attorney with respect to the said property and that all necessary actions in connection with the above objects may be taken by the said attorney provided the same does not empower the said attorney to create any financial obligations whatsoever on Executants by virtue of the powers conferred on them.

20. The Attorney on the basis of such Power of Attorney shall have no right to alienate or create any third party interest by way of mortgage etc. in respect of the said land. Notwithstanding the above, the Attorney on the basis of such Power of Attorney shall have the right to mortgage the Developer's share of the built-up area in the project along with the with rights of the underlying land with the Department of Town & Country Planning, Haryana, if required, in lieu of furnishing Bank Guarantee of 25% EDC to the Department of Town & Country Planning, Haryana.

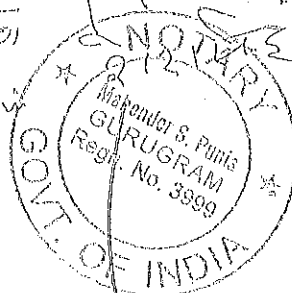
21. The executants hereby declare that this instrument shall be equally binding on our legal heirs, representatives, nominees, successors, liquidators and assigns.

22. The Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of Agreement. The present Power of Attorney is irrevocable and the Executant shall ratify all acts, deeds and things done in pursuance of this General Power of Attorney including the appointment of further Attorney(s).

AM Singh
CHETAN

2-10-11/2101

Vinod Jain



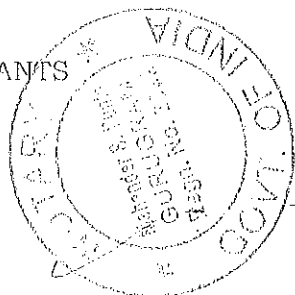
सुरेश

Subharna
Page 7 of 9
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India

In witness whereof, the executants have executed this Power of Attorney at Gurgaon on the day, month and year first above written in presence of witnesses:

1. Mr.Ajit Singh Saini (AM Saini)
2. Mr.Sat Narayan Saini (MC-1212101)
3. Mr.Karan Singh (Karan Singh)
4. Mr.Sagar Saini (Sagar Saini)
5. Mr.Vivek Saini (Vivek Saini)
6. Mr.Sher Singh Saini (Sher Singh)
7. Mr.Surender (Surender)
8. Mr.Chetinder (Chetinder)
9. Mr.Brijender Singh (Brijender)
10. Mr.Harinder Saini (Harinder)
11. Mrs.Sushma Saini (Sushma)
12. Mr.Sushant Saini (Sushant)
13. Mr.Sumit Saini (Sumit Saini)

EXECUTANTS



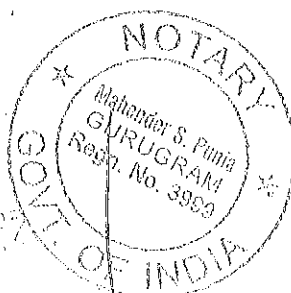
WITNESSES

1. _____

An
Mahesh K. ~~Sharma~~
Advocate
Distt. Courts, Gurugram

2. *Rakesh* _____

RAKESH KUMAR SH RAMKISHAN
R/o VILL JATAULI DISTT GURGAON.



ATTESTED TO BE TRUE COPY
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DISTT. GURGAON (Haryana) India

