



Certificate No. G002024C5992



Stamp Duty Paid : ₹ 4883000

(Rs. Only)

GRN No. 114166149



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ist Green Power pvt ltd

H.No/Floor : A/23

Sector/Ward : Na

LandMark : New office colony defence colony

City/Village : New delhi

District : New delhi

State : Delhi

Phone : 75*****54

**Buyer / Second Party Detail**

Name : Adani Infrastructure and Developers pvt ltd

H.No/Floor : 10/f

Sector/Ward : Na

LandMark : Shikar near adani house mithakhal

City/Village: Navrangpura

District : Ahmedabad

State : Gujarat

Phone : 75*****54

Purpose : Collaboration Agreement

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

This Collaboration Agreement (hereinafter this "Agreement") is made on this 9th day of April 2024 at Gurugram.

By and Between

M/S IST GREEN POWER PRIVATE LIMITED (CIN: U40108DL2010PTC204213), a company incorporated under Companies Act, 1956 having its registered office at A-23, New Office Complex, Defence Colony, New Delhi-110024 represented by its Authorized Signatory **Mr. Suresh Chand Jain**, [Aadhaar No375410371164] authorized vide Resolution dated 12.03.2024 (hereinafter referred to as the "**FIRST PARTY**" or the "**OWNER**" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include their respective legal heirs, nominees, associates, subsidiaries, affiliates, legal representatives, successors-in-interest and permitted assigns) of the **FIRST PART**;

For IST Green Power Pvt. Ltd.

Authorized Signatory/Signatories

For Adani Infrastructure & Developers Pvt. Ltd.

Auth. Signatory

Auth. Signatory

प्रलेख न:556

दिनांक:09-04-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील वजीराबाद

गांव/शहर ग्वाल पहाडी

धन संबंधी विवरण

राशि 244124992 रुपये

स्टाम्प ड्यूटी की राशि 4882500 रुपये

स्टाम्प नं : G002024C5992

स्टाम्प की राशि 4883000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:114167158

पेस्टिंग शुल्क 0 रुपये

Drafted By: C P BATHEJA ADV

Service Charge:0

यह प्रलेख आज दिनांक 09-04-2024 दिन मंगलवार समय 5:26:00 PM बजे श्री/श्रीमती /कुमारी

IST GREEN POWER PVT LTD thru SURESH CHAND JAIN OTHER निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

हस्ताक्षर प्रस्तुतकर्ता

IST GREEN POWER PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ADANI INFRASTRUCTURE AND DEVELOPERS PVT LTD thru SATYENDRA NATH TIWARI OTHER हाजिर हैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी LAXMAN पिता .. निवासी GGM व श्री/श्रीमती /कुमारी MAGAN RAM पिता ..

निवासी GGM ने की ।

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

उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

AND

Adani Infrastructure and Developers Pvt. Ltd. (CIN No. U45201GJ2006PTC066449), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 10th Floor, Shikhar, Near Adani House Mithakhali Six Roads, Navrangpura, Ahmedabad – 380009, Gujarat and its corporate office at Adani Realty Corporate Office, Miracle Mile, 3rd Floor, Golf Course Extension Road, Sector-60, Gurugram-122011, Haryana, India (PAN – AAFCA9521J), represented by its Authorized Signatory Satyendra Nath Tiwari, [Aadhaar No.478264191502] authorized vide Resolution dated 24th February 2024, (hereinafter referred to as the “**SECOND PARTY**” or as “**DEVELOPER**”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its directors, nominees, associates, subsidiaries, affiliates, legal representatives, successors-in-interest and permitted assigns) of the **SECOND PART**;

(The Developer and Owner hereinafter shall, whenever the context so requires, collectively referred to as the “**Parties**” and individually as “**Party**”).

WHEREAS:

1. The OWNER is the absolute and recorded owner of land measuring 13 Kanal 2.5 Marla i.e., measuring 9 Kanal 4 Marla being ½ share of the land measuring 18 Kanal 8 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.13 (3-9), 17/2 (0-3), 18 (8-0), 23 (6-13), 24/1 (0-3) and land measuring 3 Kanal 18.5 Marla being ½ share of the land measuring 7 Kanal 17 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.17/1 (7-17) in the revenue estate of Village Gwal Pahari, Tehsil Wazirabad, District Gurgaon, (hereinafter referred to as the “**Said Land**”), more specifically detailed in the ‘**Schedule of Land**’ annexed herewith as **SCHEDULE-1**. The said Land was purchased by the First Party/Owner vide two separate Sale Deeds duly registered as Vasika No.0247 dated 19.04.2011 and Vasika No.0486 dated 03.05.2011.

For IST Green Power Pvt. Ltd.

Authorised Signatory/Signatories

For Adani Infrastructure & Developers Pvt. Ltd.

Auth. Signatory

Auth. Signatory

Reg. No.

Reg. Year

Book No.

556

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी
वजीराबाद

पेशकर्ता :- thru SURESH CHAND JAIN OTHER IST GREEN POWER PVT
LTD

दावेदार :- thru SATYENDRA NATH TIWARI OTHER ADANI INFRASTRUCTURE AND
DEVELOPERS PVT LTD

गवाह 1 :- LAXMAN

गवाह 2 :- MAGAN RAM

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 556 आज दिनांक 09-04-2024 को बही नं 1 जिल्द नं 165 के पृष्ठ नं 88 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 5433 के पृष्ठ संख्या 96 से 150 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 09-04-2024

WJ NP (Wazirabad) 2 (Wazirabad) 2 (Wazirabad) 2

उप/संयुक्त पंजीयन अधिकारी वजीराबाद



2. The **First Party** had earlier entered into a Collaboration agreement dated 17.05.2011 read with Supplementary Collaboration Agreement dated 18.03.2013, with one M/s Venta Realtech Pvt. Ltd. (previously known as Krrish Realty Nirman Pvt. Ltd.) for setting up of Residential Group Housing Colony over land measuring 12.36 acres falling in Sector-2, Gwal Pahadi, Haryana including Said land ("**Licensed Land**") vide License No. 98 of 2011 dated 11.11.2011.
3. That pursuant to resolution plan submitted by M/s Adani Infrastructure and Developers Private Limited sanctioned by the National Company Law Tribunal ("**NCLT**") vide order dated 30.05.2022 in Company Petition No. (IB)-923 (PB)/ 2019 in the matter of Oriental Bank of Commerce versus Venta Realtech Pvt.Ltd. ("**Resolution Plan**"), Venta Realtech (P) Limited merged into M/s Adani Infrastructure and Developers Private Limited, i.e., the Second Party/ Developer herein, resulting in the vesting of the Project in the Second Party.
4. In pursuance of the aforesaid, the Parties are now desirous of entering into this Collaboration Agreement to record the detailed understanding of their collaboration in continuation of the earlier agreement between the First Party and Venta Realtech (P) Limited.
5. The First Party is aware of the fact that the Developer in collaboration with others is developing Project "LUSHLANDS" (earlier known as "Monde De Provence") on the Project Land situated in Village- Gwal Pahadi, Tehsil- Wazirabad, Gurugram (hereinafter referred to as '**Project**') and the Owner had already contributed the Said Land to be developed as a part of the Project ('**Purpose**') vide earlier Collaboration Agreement(s) dated 17.05.2011 read with Supplementary Collaboration Agreement dated 18.03.2013.
6. The First Party represented that they are the absolute and lawful owner of the Said Land with clear, unrestricted, unobstructed absolute rights, title and interest. The First Party further confirms and acknowledges that peaceful, vacant, physical possession of the Said Land has already been contributed for development of the Group Housing Project thereon in accordance with License No. 98 of 2011 dated 11.11.2011 and the First Party/Owner is one of the co-licensee therein. The First Party further represents that presently Said Land is not under any acquisition notification nor any acquisition proceedings is pending in respect thereof and the Said Land is also free from any and all encumbrance including, without limitation, any claim, dues, debenture, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, bill of sale, option or right of pre-emption, beneficial

For IST Green Power Pvt. Ltd.


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ownership (including usufruct and similar entitlements), public right, common right, way leave, any provisional or executorial attachment and any other interest held by a third party, prior agreement to sell etc. No person/party has asserted such rights (by legal notice or pending litigation) to threaten the Said Land in any manner whatsoever.

7. In terms of the Resolution Plan, the First Party/Owner had granted their unconditional and irrevocable consent for the grant of the licenses, the approvals and permissions as specified in Annexure 4 of the Resolution Plan and development of the Project as part of implementation of the said Resolution Plan by the Second Party/ Developer in the manner as set out in the said Resolution Plan. In order to enable the Second Party/Developer to apply and obtain any and all the permission, license, approvals, NOCs, etc., requisite for implementation of the approved Resolution Plan and development of the Project, this Collaboration Agreement is being entered into between the Parties hereof.
8. In accordance with the terms of the approved Resolution Plan and mutual settlement, the Owner is entitled to Nine (9) built-up residential Apartments (i.e., 8 Residential Apartment Units towards compliance under approved Resolution Plan of Venta Realtech Pvt. Ltd. and 01 Residential Apartment Unit towards mutual settlement) each having saleable area of 5,450 sq. ft., together with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said nine (9) residential Apartments, as also the common areas and common facilities including but not limited to club, 18 covered car parking spaces, etc., more specifically detailed **SCHEDULE-2** (herein referred to as "**Owner's Allocation**") hereof. All the residential units/ apartments apart from the Owner's Allocation shall be considered as the Developer's share for developing the Project ("**Developer's Allocation**").
9. That Developer undertakes to complete the Project and discharge Owner's Allocation. The First Party has irrevocably contributed the Said Land forever by their free will and volition for the Project to be developed in the manner as may be decided by the Developer in its sole decision as part and parcel of the Project by the Developer at its own cost and perils. Further, the Developer is permitted to market and sell the Project so developed in any manner, save and except the Owner's Allocation.

10. That the First Party and Second Party have mutually discussed and negotiated the modalities

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For Adani Infrastructure & Developers Pvt. Ltd.


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of contribution of the Said Land for development of the same by the Developer and consideration thereof, pursuant to which the Parties agreed to collaborate on said Land on consideration as contemplated under Recital Clause-8 above which shall be considered as apt and sufficient consideration for contribution of the Said Land to the Developer.

11. It has mutually been agreed between the Parties that the Second Party shall be entitled to create lien, charge, mortgage the Said Land in favour of any Bank/financial institution, however such mortgage rights can be exercised by the Second Party only after the Second Party hands over allotment letter(s) in respect of the Nine (9) Residential Apartment Units containing specific details of the apartments/ units allocated as part of the Owners Allocation, duly approved by Real Estate Regulatory Authority (RERA).
12. It has also been explicitly agreed between the Parties that the First Party/Owner shall be under an obligation to transfer title in the Said Land to the Second Party only after complete discharge of Owners Allocation by the Developer by way of handing over of actual physical possession of Nine (9) Residential Apartment Units to the First Party/Owner.
13. Both the Parties are desirous of entering into collaboration for the purpose of development, construction and completion of the Project or for any other use as may be permitted under applicable Laws, on the Said Land in the following manner and for recording all understanding and arrangement arrived at between them and set out the terms and conditions of this Agreement including their respective obligations, rights, entitlements, roles and responsibilities as mutually agreed and to reduce the same in writing.

NOW THEREFORE in consideration of the foregoing, mutual agreements, and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties hereto agree as follows:

SAID LAND

- 1.1 The subject matter of this Agreement is the piece and parcels of land measuring 13 Kanal 2.5 Marla i.e., measuring 9 Kanal 4 Marla being $\frac{1}{2}$ share of the land measuring 18 Kanal 8 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.13 (3-9), 17/2 (0-3), 18 (8-

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For Adani Infrastructure & Developers Pvt. Ltd.

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0), 23 (6-13), 24/1 (0-3) and land measuring 3 Kanal 18.5 Marla being ½ share of the land measuring 7 Kanal 17 Marla bearing Khewat no.92, Khata No.93, Rect. No. 15, Killa No.17/1 (7-17) situated within the Revenue estate of Village Gwal Pahari, Tehsil- Wazirabad, Gurugram, District-Gurugram.

1.2 It has been mutually agreed between the parties that the First Party/Owner shall always keep the Said Land titles clear in all respect for being collaborated, used and developed, marketed and sold by the Developer and shall not indulge or cause to indulge into any act(s) and/or activity(s) which may affect, disturb the clear title of the Said Land till the transfer of title of Said Land in favour of the Developer i.e., post handing over of the physical possession of the flats forming part of the Owner's Allocation. It is further agreed that if the title of any portion of the Said Land owned by the Owner turns out to be /or become defective then the Owner shall be responsible to get the defect removed, rectified within 90 days from the date of receipt of written notice from the Developer, at its own cost, expense and endeavors to remove such defects in the title of the land contributed by it. It is agreed, understood and declared between the Parties that Owner has already handed over vacant, peaceful physical possession of the Said Land to the Second Party Developer for the Purpose of this Collaboration Agreement. The First Party/Owner, pursuant to the discharge of Owner's Allocation, undertakes to convey and transfer all ownership rights qua its contribution of the Said Land and get the same mutated in the name of the Second Party/Developer for which the First Party/Owner undertakes to sign, execute and deliver requisite application(s), document, agreement, affidavit, receipt etc., as and when required by the Second Party/Developer.

1.3 That the First Party, in consideration of the presents mentioned herein, in accordance with the terms hereof, hereby agrees that from the date hereof, the Second Party/Developer shall be fully and irrevocably entitled to Obtain and continue with the licenses in respect of the Said Land including renewal thereof, to apply and obtain permission for Change of Land Use, if required, change of Developer/transfer of said License/from DTCP in favour of Developer and to develop the same by itself and/or jointly with other(s) at the discretion of the Developer. The Developer shall be entitled to sell, offer for sale and create third party interest (only to the extent of interests of the allottees/ buyers in the Units in the Project) in the Developer's Allocation in the Project including over the Said Land to, save

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For Adani Infrastructure & Developers Pvt. Ltd.

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& except the Owner's Allocation, and the Second Party/Developer shall also be entitled to create undividable and proportional right thereof in favour of the allottees in the Project and in favour of the eligible Residents Welfare Association as and when required under the law, subject to RERA rules/ guidelines issued from time to time.

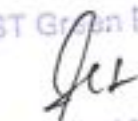
1.4 That the First Party, by these presents agrees to grant the Developer rights to use the Said Land at sole discretion of the Developer including using the Said Land for any usage including but not limited to using it for any community building, service infrastructure, open spaces, green area, services etc.

1.5 That the First Party, by these presents agrees to grant the Developer rights to obtain all permissions/licenses thereof and to sell, and/or deal with the Developer's Allocation (as per the license approved by DTCP, approved sanctioned plans, RERA rules/ guidelines etc.) and/or the structures/ flats/ apartments/ units built thereon in any manner the Second Party/Developer may deem fit and to receive all consideration thereof in its own name or affiliates, other than the Owner's Allocation. It is specifically agreed between the Parties that any real estate development, construction, that may be carved out/carried out on the Said Land limited to the Developer's Allocation (i.e. other than Owner's Allocation) can be solely alienated by the Developer only.

TERMS

2.1 The First Party shall be entitled to Nine (9) residential apartments (i.e. 8 residential Apartment Units towards compliance under approved Resolution Plan of Venta Realtech Pvt. Ltd. and 01 Residential Apartment Unit towards mutual settlement) and the Developer is under obligation to allot the said 9 residential units (i.e. Owner's Allocation) to the First Party/Owner or in favour of their nominee(s) by way of a registered agreement for sale within 30 (Thirty) days from the date of grant of RERA registration in respect of the Project and shall handover physical possession of the Owner's Allocation within 30 (Thirty) days from the date of receipt of the Occupation Certificate in respect of the Building/Tower in the Project wherein allotted Apartments are situated. The Developer agrees and undertakes to obtain RERA registration of the Project within maximum 3 months' from the date of execution of this Agreement. However, till that time the Developer shall be free to undertake approvals and development of the Said Land at its own discretion.

For IST Green Power Pvt. Ltd.



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For Adani Infrastructure & Developers Pvt. Ltd.



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FOR A2020, WE'VE GOT YOU COVERED BY THE



- 2.2 If the Developer is forced to part with the possession of any part or parcel of the Said Land due to a defect in the title of the Said Land on account of government action or acquisition or on account of any statutory, regulatory or any other reasons beyond its control, then the Developer will not in any manner be responsible on this account. The liability and/or obligation of the Developer in terms of these collaboration of the Said Land to Owner and as agreed under this Agreement shall be subject to any of the impediments specified herein.

OBLIGATIONS OF OWNER/DEVELOPER

- 3.1. The Owner will execute and get registered an irrevocable power-of-attorney in favour of the Developer in respect of the entire Said Land authorizing the Developer to enter into all necessary agreements, contracts, letter, applications, etc., for the purposes of development, construction of the Project involving or not the Said Land, as may be decided by the Second Party/Developer and to effectuate and implement the intent and objective of this Agreement. Wherever the Developer deems necessary and requires, the Owner hereby agrees to co-operate and sign all necessary documents as required to be submitted before any concerned authorities, department under the signatures of the registered owners for the purpose of obtaining any permission, approval, sanctions and for development and construction of Project involving Said Land.
- 3.2. That all agreements, contracts, etc., which may be entered into by the Developer with regard to the development, construction, and sale of any property or otherwise relating to the Said Land shall be in its own name, and at its (i.e. the Developer's) own costs and consequences and shall keep the Owner indemnified against all liabilities arising under all agreements, contracts, transactions, commitments etc., entered upon by the Developer relating to the development of the Said Land or sale of the Developer's Allocation.
- 3.3. The following documents would be given by the Owner in discharge of his obligation:
- (i) The First Party/Owner shall duly execute and get registered an irrecoverable General Power of Attorney in favour of the Second Party/Developer in the format as annexed herewith as ANNEXURE-A, authorizing the Developer for execution of work in respect of Purpose of this Agreement in respect of the Said Land;

For IST Green Power Pvt. Ltd.

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FORWARD INFORMATION & TENDERING BY THE

- (ii) The Second Party shall be entitled to sign, execute allotment letters, agreement for sale, conveyance deed etc. in favour of any third party in respect of the Developer's Allocation only or otherwise as may be developed over the Said Land as required or in compliance of various laws in force at such time;
- (iii) That the First Party without prejudice to its rights of recovery/adjustments and indemnification shall migrate remove/vacate all charges, encumbrances, mortgages, encroachments, litigations and the like, if any, over the Said Land as the case may be;
- (iv) All the original documents including prior sale deeds, change thereof pertaining to each portion of the Said Land which are in lawful possession of the First Party shall be handed over to the Second Party simultaneously with the registration of the agreement for sale of the apartments under Owner's Allocation by the Developer;
- (v) All outgoing with respect to the Said Land such as land revenue till the date hereof have been paid in full. However, if found outstanding at any time for the duration prior to the date of execution of earlier Collaboration Agreement dated 17.05.2011 and Supplementary Collaboration Agreement dated 18.03.2013, the same shall be forthwith paid by the First Party;
- (vi) There are no disputes, actions, claims or demands by/with any affiliates/subsidiaries of the First Party or owner or occupant of adjoining or neighboring land with respect to any easement, right or means of access to the Said Land or its use and occupation or in relation to any neighboring property or its use or occupation, and the First Party is not aware of any circumstance that may lead to the same and no notices affecting the Said Land has been given or received;
- (vii) The true and certified extract of latest land revenue records for the Said Land with entry of this Agreement and GPA, shall be obtained by the Second Party as and when required;
- (viii) That the First Party shall do all acts, deeds and things as may be required by the Second Party, from time to time, at the cost and expense of the Second Party, including signing of applications, undertakings, as may be required by the Second Party for obtaining requisite permissions, clearances, NOC, certificates, licenses and permits for change of land use of the Said Land and for carrying out any demarcation, mutation, etc. of the Said Land, for the purpose of obtaining requisite license(s), permissions, approval for the purpose of carrying out development over the Said Land at the sole decision of the Second Party/Developer;

For IST Green Power Pvt. Ltd.

Authorized Signatory/Signatories

For Adani Infrastructure Developers Pvt. Ltd.

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- (ix) That, without prejudice to its obligations in terms of the preceding sub-clause, the First Party shall simultaneously (and as may be required in future) execute a registered power of attorney and/or authorizations, from time to time, in favour of the Second Party/nominees of the Second Party, as may be required by the Second Party, inter-alia for change of land use of the Subject Land, making application, to apply and obtain permission for Change of Developer/ transfer of said License, obtaining of requisite permissions, clearances, NOC, approvals, certificates, licenses and permits for carrying on development of the Project involving the Said Land and/or demarcation, mutation, etc. of Said Land and such power of attorney(s) and/or authorizations shall be irrevocable;
- (x) The Owner hereby acknowledges and declares that the Developer shall be entitled to, at the cost of the Developer create security, mortgage, lien over the Said Land in favour of any Bank/financial institution for availing any loan facility for the Purpose of development of the Project, upon the execution & registration of the agreement(s) for sale for the Owner's Allocation. For this purpose, the First Party/Owner agrees and undertakes to provide, upon the execution & registration of the agreement(s) for sale for the Owner's Allocation, its 'No Objection Certificate' in favour of the Second Party/Developer in the agreed format annexed herewith as ANNEXURE-B. Further, the First Party/Owner also agrees to sign requisite document(s) and shall submit original title documents relating to the Said Land to the Bank/Financial Institution for creating security, mortgage, lien over the Said Land by the Developer, without any undue delay and demure. Further, the Developer alone shall be responsible to clear and pay any and all such loans and shall be solely responsible to bear all costs/charges incurred in relation to creation and ultimate satisfaction of the charge so created in this regard. Furthermore, the Developer shall always keep the Owner indemnified in respect of the charge so created on the Said Land and shall ensure that the Loan and Mortgage Agreement, if any, entered into by the Developer with any lender including but not limited to any bank, financial institution, etc., for raising the finances shall not contain any term whereby the obligation in respect of the loan repayment (including interest/ charges in relation thereto or any kind of liability) shall devolve upon the First Party/ Owner.

3.4 The Developer hereby acknowledges and confirms that the Owner's Allocation shall be finished and completed as per specifications provided in the approved Resolution Plan.

For IGT Green Power Pvt. Ltd.



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For Adani Infrastructure Developers Pvt. Ltd.



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Further, occupiers/end-users of Owner's Allocation shall be entitled to club membership and/or any other amenities of the project on identical terms & conditions with other homebuyers in the Project.

MUTUAL RIGHTS /OBLIGATIONS OF PARTIES

- 4.1. The Developer shall allot Owner's Allocation i.e. 9 apartments to the First Party against the contribution of the Said Land within 30 days from the receipt of the RERA registration, and further the Developer shall be bound to execute the conveyance/ sale deed, in respect of the allotment of the Owner's Allocation made to the First Party against contribution of the Said Land in their name or in the name of their nominees and assigns for which requisite /applicable stamp duty and government registration fee shall be borne and payable by the First party. It shall be the responsibility of the Developer to rectify any kind of impediment in execution and registration of the Conveyance/Sale Deed without any undue delay. Further, the Developer shall indemnify and keep indemnified the Owner for any loss or consequences due to delay in registration of Conveyance/Sale Deed.
- 4.2. Further, after and/ or simultaneous to the handing over of physical possession of the Owners Allocation of 9 Residential Apartment Units, the First Party shall convey and transfer the Said Land in favour of Developer, costs in respect whereof shall be borne by the Developer, either by way of relinquishment of the ownership title of the Said Land or by any other means as may be mutually decided and consideration paid hereunder shall be treated as consideration for the said conveyance, transfer of the title of the said Land in favour of the Developer.
- 4.3. The responsibility of maintenance of the Project after its completion would be of the Developer or any other party/person/agency duly nominated by the Developer. The facilities such as electrical, sewage, housekeeping, maintenance, general services would be provided by the Developer. The Developer is entitled to collect interest free security deposit and maintenance charges on periodic basis against the facilities and services being provided in the Project, from the allottees/occupants/owner/lessee/end buyers/customers as decided by the Developer and the same shall be payable by the First Party for the Owner's Allocation only, after expiry of the period of 12 months from the date of obtaining the Occupation Certificate and completion of club and other facilities as per approved drawings .

For IST Green Power Pvt. Ltd.

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For Adani Infrastructure & Developers Pvt. Ltd.

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DATE 01-11-2010 BY 60322 UCBAW/STP/STP

- 4.4. The Developer may appoint an agency for the maintenance of the Township/Project (hereinafter referred to as the Designated Maintenance Agency).
- 4.5. The External Development Charge (EDC), IDC & development work charges, costs and all types of expenses for obtaining license, sanctions from the concerned offices, departments, getting plans sanctioned, architect fee, construction cost, development, license fee, EDC, IDC, GST and all types of fee, levies, charges etc. of any nature for development and completion of the Project including the Said Land shall be borne exclusively by the Developer.
- 4.6. After receipt of possession of the Owner's Allocation in the Project, First Party will:
- Be entitled to one transfer, outside the blood relation, free of any transfer charges.
 - Sign and execute all standard documentation proposed for such apartments.
 - Make payments religiously towards various infrastructure related charges including and not limited to CAM Charges, Power Backup Charges (if applicable), RWA membership, etc. as required from time to time.
 - Ensure full cooperation with the Developer, fulfillment of the Developer's or managing agency rules and regulations for maintenance and management and compliance with law.
- 4.7. The Parties hereof agree and declare that this Collaboration Agreement is irrevocable, and no party hereof shall have any right to terminate, annul or cancel this Collaboration Agreement in any manner/condition/scenario whatsoever.

INDEMNIFICATION

- 5.1. The parties agree and acknowledge that they shall indemnify and keep each other fully indemnified and harmless and adequately compensate each other against any loss, damage, expense suffered or incurred by any of them (including the need to defend any actions, suits and proceedings by the Lessor due to any third party claims and/or any Governmental Bodies/Municipal Authorities) due to breach of: (a) any representation and warranty by any of them as provided in the Agreement; (b) any term and condition of the Agreement between them, its staff, employees, servants and agents; (c) failure to comply with any laws and regulations as applicable to it.

For IST Green Power Pvt. Ltd.



Authorised Signatory/Signatories

For Adani Infrastructure & Developers Pvt. Ltd.



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MISCELLANEOUS

- 6.1. This Agreement shall be specifically enforceable against the defaulting party, through court of law. None of the parties shall be entitled to cancel or revoke this agreement unilaterally. This Agreement shall remain valid and enforceable until its Purpose has been fulfilled.
- 6.2. The Developer shall be responsible for compliance of all terms & conditions of license/provisions of Act of 1975 & Rules 1976, till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
- 6.3. All costs relating to registration of the collaboration agreement, creating charge in respect of third party(ies), mortgage expenses, GST, etc., shall be borne by the Developer.
- 6.4. This Agreement shall be irrevocable and no modification/alteration etc., in the terms & conditions of the Collaboration Agreement can be undertaken by the Parties, except after obtaining prior approval of the DTCP, Haryana.
- 6.5. It is hereby agreed by the Parties that they shall directly meet the requirements of the Income Tax/ Wealth-tax in connection with or with reference to or with regard to or arising out of this Agreement as applicable to their share of land in the Project/Said Land.
- 6.6. This Agreement is the final and complete agreement and it supersedes all prior discussions (whether oral or written, including all correspondence) if any, between the parties with respect to the subject matter of this Agreement. The Agreement contains the sole and entire understanding between the parties hereto with respect to the subject matter thereof, i.e., the Said Land and the development of the Project thereon. In the event, the Parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms of this Agreement, they shall record such terms in writing, and no such terms shall be binding between the parties until and unless they are signed by each of the parties hereto.
- 6.7. That on the signing of this Agreement all the previous agreements entered into between the First Party and Second Party shall be deemed to be cancelled, invalid and inoperative. Further, all the transactions carried out between the First Party and Second Party also stand nil/cleared on the signing of this Agreement. All the previous rights, title, claims between the Parties stands settled/cleared from today onwards save and except obligation of the Developer to construct,

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develop and complete the Project in accordance with the approved Resolution Plan.

- 6.8. This Agreement shall be governed and construed in accordance with the laws of India. The Courts Gurugram shall have the exclusive jurisdiction to try and decide all disputes.

Severance:

- 7.1. It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Similarly, if the Agreement is capable of two constructions one imposing a plain meaning and one being the result of an implied meaning deriving from conduct of the parties or any other term here in contained, the plain meaning shall be preferred without reference to the other provision/s or conduct; no waiver or estoppels shall be deemed to accrue or arise by any conduct or failure to act.
- 7.2. The clauses of this Agreement which by their nature survive termination will survive the termination of this Agreement.
- 7.3. No provision of this Agreement shall be deemed to constitute a partnership between the Parties. No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement on the day and the year first written above in the presence of the following witnesses:

FIRST PARTY ("OWNER):

For IST Green Power Pvt. Ltd.


Authorised Signatory/signatories

SECOND PARTY (DEVELOPER):

For Adani Infrastructure & Developers Pvt. Ltd.

Auth. Signatory

Auth. Signatory

NAME: S. C. JAIN.	NAME S. N. TIWARI
SIGNATURE For IST Green Power Pvt. Ltd.  Authorised Signatory/Signatories	SIGNATURE For Adani Infrastructure & Developers Pvt. Ltd.  Auth. Signatory

WITNESSES:

1. Name: Father's Name: Address:	2. Name: Father's Name: Address:
--	--

SCHEDULE-1

(Schedule of Said Land)

All that pieces of land measuring 13 Kanal 2.5 Marla i.e., measuring 9 Kanal 4 Marla being ½ share of the land measuring 18 Kanal 8 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.13 (3-9), 17/2 (0-3), 18 (8-0), 23 (6-13), 24/1 (0-3) and land measuring 3 Kanal 18.5 Marla being ½ share of the land measuring 7 Kanal 17 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.17/1 (7-17) in the revenue estate of Village Gwal Pahari, Tehsil- Wazirabad, District Gurgaon, (hereinafter referred to as the “**Said Land**”). The Said Land was purchased by the First Party/Owner vide two separate Sale Deeds duly registered as Vasika No.0247 dated 19.04.2011 and Vasika No.0486 dated 03.05.2011.

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SCHEDULE-2

(Schedule of Owner's Allocation)

S. No.	Unit. No.	Name	Area (in Sq. ft.)
1	B-0301	IST Green Power Private Limited	5450
2	B-0701	IST Green Power Private Limited	5450
3	B-1101	IST Green Power Private Limited	5450
4	B-1102	IST Green Power Private Limited	5450
5	B-1502	IST Green Power Private Limited	5450
6	B-1901	IST Green Power Private Limited	5450
7	B-2002	IST Green Power Private Limited	5450
8	D-0302	IST Green Power Private Limited	5450
9	D-1301	IST Green Power Private Limited	5450

For IST Green Power Pvt. Ltd.


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ANNEXURE-A

(Agreed Performa of General Power of Attorney)

GENERAL POWER OF ATTORNEY

This Deed of General Power of Attorney is executed at Gurugram (Haryana) on this ____ day of April, 2024.

By

M/S IST GREEN POWER PRIVATE LIMITED (CIN: U40108DL2010PTC204213), a company incorporated under Companies Act, 1956 having its registered office at A-23, New Office Complex, Defence Colony, New Delhi-110024 represented by its Authorized Signatory Mr. Suresh Chand Jain, [Aadhaar No375410371164] authorized vide Resolution dated 12.03.2024 (hereinafter referred to as the “EXECUTANT” or the “PRINCIPAL” which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include their respective legal heirs, nominees, associates, subsidiaries, affiliates, legal representatives, successors-in-interest and permitted assigns);

IN FAVOUR OF

ADANI INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED (CIN No. U45201GJ2006PTC066449 & PAN – AAFCA9521J), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 10th Floor, Shikhar, Near Adani House Mithakhali Six Roads, Navrangpura, Ahmedabad – 380009, Gujarat and its corporate office at Adani Realty Corporate Office, Miracle Mile, 3rd Floor, Golf Course Extension Road, Sector-60, Gurugram-122011, Haryana, India, represented by its Authorized Signatory Mr. Satyendra Nath Tiwari, [Aadhaar No. 478264191502] authorized vide Resolution dated 24th February 2024 (hereinafter referred to as the “ATTORNEY”) to act through their respective authorized signatories, as may be appointed by the Attorney from time to time, severally and individually or through any person(s) nominated in due course by the Attorney.

WHEREAS the Executant is the absolute and legal owner of its share of land, fully described in detail in the **SAID LAND** written hereunder (hereinafter referred to as the “**Said Land**”, which expression shall mean and include all tube-wells, wells, sheds, structures, gardens, orchids,

For IST Green Power Pvt. Ltd.


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For Adani Infrastructure & Developers Pvt. Ltd.


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place of worship, houses, trees, crop and the like constructed/standing/erected thereon and any and all, easements, shamlat rights, if any, now or at any time in future);

SAID LAND

All that pieces of land measuring 13 Kanal 2.5 Marla i.e., measuring 9 Kanal 4 Marla being ½ share of the land measuring 18 Kanal 8 Marla **comprised** in Khewat No.92, Khata No.93, Rect. No. 15, Killa No.13 (3-9), 17/2 (0-3), 18 (8-0), 23 (6-13), 24/1 (0-3) and land measuring 3 Kanal 18.5 Marla being ½ share of the land measuring 7 Kanal 17 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.17/1 (7-17) in the revenue estate of Village Gwal Pahari, Tehsil-Wazirabad, District-Gurgaon (Haryana) , as per Jamabandi Year 2018-19 (**"Said Land"**). The Said Land was purchased by the First Party/Owner vide two separate Sale Deeds duly registered as Vasika No.0247 dated 19.04.2011 and Vasika No.0486 dated 03.05.2011.

AND WHEREAS the Executant herein has entered into a Collaboration Agreement dated 9th April, 2024 with Adani Infrastructure and Developers Private Limited (the 'Attorney' herein) (being 'Developer' therein), wherein Executant has already contributed its Said Land and agree to continue to be contributed to the Developer for the purpose of carrying out development of the same for lawful consideration mentioned therein, in sole and absolute discretion of the Developer, and that Said Land will form part of the larger land parcel intending to be developed as may be decided by the Developer.

AND WHEREAS by virtue of Clause -3.3 of the said Collaboration Agreement, the Executant has agreed to give duly executed and registered Power of Attorney in favor of the Developer /Collaborator Company or its nominees for the purposes as specified in the Collaboration Agreement and as agreed between the Executant and the Developer Company in the said Collaboration Agreement.

AND WHEREAS the Executant pursuant to its obligation under clause-3.3 of the Collaboration Agreement, the Executant hereby out of their free will and volition execute this Power of Attorney to appoint and authorize the Developer company to act for and on behalf of the Executant as may deem fit to the Attorney.

For IST Green Power Pvt. Ltd.


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NOW, THEREFORE, KNOW ALL MEN AND THESE PRESENTS WITNESSTH THAT, WE, the Executant above named, do hereby constitute, nominate and appoint the Attorney as their lawful Attorney to do the following acts, deeds and things in respect of the Said Land in our name, place, stead and on our behalf:

1. To look after, manage, control and deal with the Said Land in the manner as may deem fit by the Attorney to effectuate and implement the intent and purpose of the Collaboration Agreement and any act incidental and ancillary thereto, through it-self and/or by way of sub-delegation of authorities to do any and/or all acts and deeds as stipulates in these presents.
2. To apply for and obtain and requisite permission and approvals for transfer of the said License granted/that may be granted in respect of Said Land alongwith the constructions thereon from the concerned authorities including but not limiting to the authorities under Government of Haryana, HUDA, DTCP and any other concerned Authority under the State/Central/Local Authorities and for those purposes to sign applications, affidavits, undertakings and any other letters and documents as required.
3. To apply for and obtain licenses, sanctions, permissions, NOC from the concerned authorities including but not limited to Director, Town and Country Planning, Haryana at Chandigarh (DTCP), Haryana Urban Development Authority (HUDA), Urban Estate Department, Panchkula, Haryana (UED), National Highway Authority of India (NHAI), Forest department, Environmental clearances and/or any other concerned authorities under local/state/central Government including Income Tax Department, Reserve Bank of India etc. for developing of the Said Land under the provisions of Haryana Development and Regulations of Urban Areas Act, 1975 or any other applicable Laws, Rules etc. and for that purpose to sign/verify/swear and file all necessary applications, undertakings, agreements, affidavits, Bank Guarantees, Indemnity bonds and/or all other papers and documents as may be required from time to time by the concerned authority/authorities.
4. To apply and obtain permission for Change of Developer/ transfer of said License from DTCP in favour of Attorney or confirming party as per Collaboration Agreement or any of its affiliates to execute the necessary documents as may be required from time to time on my behalf.
5. To surrender, migrate, revise the Said Land from the License granted in favour of Attorney or

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any if its affiliates.

6. To develop the Said Land, construction of buildings, any other super structures, layout service infrastructures, including but not limited to roads, parks, community sites/buildings etc. thereon as may be required for the development of the Project and/or deem necessary and permissible under law and for that purpose to sign/execute Memorandum of Understanding, Development Agreement, Contractor Agreement, Collaboration Agreement, Joint Venture Agreement and any other arrangements/agreements on such terms and conditions as the Attorney may negotiate and agree, hand over possession of the Said Land to the vendors, contractors, developers, colonizers for the purpose of construction, development and completion of the construction activity.
7. To represent Executants and appear before any and all concerned authorities including the Municipal Authorities, DTCP, HUDA, UED, Tehsil or any other Local/State/Central Government authorities for or in connection with the development, construction and completion of construction on the Said Land and for the aforesaid purpose to sign all applications, objections, representations and undertakings, affidavits, Indemnity Bonds, etc. as may be required from time to time.
8. To appoint and/or remove architects, engineers, supervisors, RCC Specialists, Building Contractors, workmen, Clerks, and other staff members, Advocates, counsels and other persons as my Attorney deem fit and on such terms and conditions as may decided by the said Attorney for the purposes mentioned in these presents.
9. To make applications, effect amendments and also to submit revised applications for the purpose of securing necessary renewals, revalidation of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Area Act, 1975, if and in other related Act, rules, regulations, executive decisions etc., and to take all possible steps for the purpose of securing such permissions/license or renewals thereof for the purpose of development of the Said Land.
10. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of layout, Building Plans and/or

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for the purpose of constructing/building on the subject Land, utilizing the entire FSI/FAR available in respect of the subject Land as are permissible under development rules from time to time.

11. To apply for and obtain all requisite permissions, sanctions and approvals as may be required for development of the Project involving the Said Land and/or for constructions thereon by way of erection of building and other constructions on the Said Land and for that purpose to sign, file and submit lay out plan, building plan, service plan, revised/modified building plan and services plan before the concerned authorities including but not limiting to DTCP, HUDA, Municipal Authority, and/or any other local/ authority under the State Government and/or Central Government as may be required from time to time.
12. To apply for and obtain requisite permissions, approval, NOC from the concerned authorities such as Fire Department, Department of Environment, Forests Department, Mining Department, Airport Authority of India, 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 to sign, file, execute all Applications, Representations, Affidavits, Undertakings, Indemnity Bonds and such other papers and documents and may be required to be submitted before these authorities from time to time.
13. To commence, carry on and complete and/or cause to be commenced, carried out and completed construction work on the Said Land in accordance with the license or sanctioned building plans and specifications whether amended or otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.
14. To apply for and obtain the completion certificate and/or occupation certificate/part occupation certificate with respect to structures that may be constructed on the Said Land, either as a whole or in parts, from the authorities concerned and for that purpose to sign, execute, file and submit and the completion plans, Application, Notice and all such other papers and documents as may be required from time to time.
15. To market, book, sell the Units/Apartments/Structures/Built Up space of any nature and all /any areas of the Project, by entering/execution /registration of agreement for sale/ conveyance deed

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/ sale deed, lease deed/ license agreement/power of attorneys/agreements/deeds or any other manner of transfer or creation of Third Party rights therein and other forms of disposal and monetization including execution and registration of documents thereof; and enter into agreements/deeds with all intending Purchasers, to receive and appropriate sale proceeds/receive any kind of consideration with respect to aforesaid transactions and give receipts and hand over ownership, possession, use or occupation of the Units/Apartments/Structures/Built Up space of any nature to the limit of the Developer's Allocation only.

16. To develop, construct, market, execute, brand, implement, monetize, promote, complete and fully implement the Project on the Project Land by utilising the Total Project FSI, Project Density and Project Ground Coverage.
17. To sell, allot, book, transfer, convey, lease, license or otherwise dispose of, create Third Party interest or alienate, monetize the Project, Units and areas in the Project by way of sale, allotment, transfer, conveyance, lease, license or any other manner of transfer and monetization; have the authority to determine and control pricing of the area, car parking spaces and other area/ spaces to be developed on the Project Land.
18. 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 for itself and for and on behalf of the Owner, on such terms and conditions as deemed fit by the Developer and present the same for registration for itself, and for and on behalf of the Owner, 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 to the extent of the Developer's Allocation.
19. To carry out all the requisitions that may be made by all the authorities concerned including by the Municipality, HUDA, DTCP, UED, the Government of Haryana and all the Officers of such authorities.
20. In case of any claims, objections, encumbrances, litigation, etc. the Attorney are empowered to remove and settle the same and to clear the title at its costs and responsibilities.

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21. To represent Executant in all Central and State Government Departments including the offices of the Collectors of Land Revenue, Tehsildars/Patwari's or any other Revenue Authority, apply for mutation, partition of the Said Land to separate the shares of the Executants, if required, to apply, coordinate with DTCP, HUDA, UED, Survey Department and all the Municipal Offices and other local offices or appropriate police stations or police offices or police departments, water Department, fire-brigade, electricity boards etc. in relation to the affairs of the Said Land for any part or portion thereof for any purpose connected with or effecting the Said Land or any part of portion thereof including taking permissions, approaches, NOC, for construction, completion and for that purposes to give, file, submit completion plan, Affidavit undertaking etc. as may be required from time to time.
22. To appear before the Land Acquisition Office, file objections, representations, applications and all other papers and documents for de-notification/release of land from the proceedings under Land Acquisition Act, and do all acts, deeds and things as may be required from time to time to get the Said Land or any part thereof de-notified/released and to represent in acquisition proceedings and also to oppose the said proceedings.
23. To make, execute, swear, declare, register and advertise all necessary documents, declarations affidavits, applications, petitions, complaints, written statements and writings and for the purpose set out therein and to appear and represent Executant before all and every court or courts, magistrates, Government Authorities, Municipal Authorities, Town Planning Department, Police Authorities, Sales Tax Department, Finance Department, Electricity Board and others concerned or competent authorities or office or officers whatsoever and to make applications, petitions, representations or appeals and to swear, defend and plead all matters before them touching and concerning the Said Land and the constructions thereon.
24. To make all payments and deposits as may be required or necessary and to apply for and obtain refund thereof in the name of my Attorney and to give proper receipt and discharge for the same.
25. To pay, settle, adjust, deduct and allow all accounts, claims and demands for quit rent, assessment and repairs and other outgoings in respect of the Said Land.
26. To make necessary applications for procuring permits and quotations for cement, steel and other building materials, and for the purpose to sign and execute such applications, affidavits,

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undertakings, indemnity bonds and such documents etc as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotations etc.

27. The Attorney are entitled to commence, prosecute, institute, defend, oppose, appear or represent in all actions and other legal proceedings in respect of or pertaining or touching the Said Land/development/construction thereon whether pending at present or which may be filed or taken hereafter including the appeals, reviews and revisions whether civil, criminal, revenue, original or appellate and also including all proceedings before the Tribunals, Collector, or Additional or Deputy collector of Land Revenue, Tehsildars, Municipal, Police, Revenue, Taxation, Public works DTCP, HUDA, Sales Tax and also before all Magistrates or Judicial and Revenue/Planning Officers or other Officer or Officers, banks, public institutions or companies or persons and to issue or accept services of all summons, writs, or proceedings or processes, to engage counsel, to produce evidence, to give statement(s) with or without oath, to settle, compromise or withdraw any litigation, to produce evidence etc., to deposit or withdraw any amount in respect of the Said Land, to execute a decree, to obtain possession, appoint arbitrator or commission, to appear before him and to do all acts, matters and things as may be necessary in connection therewith and also if thought fit to compromise, refer to arbitration, abandon, submit to Judgement or become non-suited.
28. To appear before the Collector of Stamps for stamp duty purpose and the concerned Sub-Registrar for presenting the various Agreements, Deeds, and documents for registration, to admit execution thereof and to do all matters incidental to development, construction of project and for the purpose of creation of third party interest in the Project involving the Said Land and incidental thereto, after completion of exchange of land or allotment of the plots in accordance with the Collaboration Agreement.
29. To apply to and receive, in the name of Attorney, from and/or adjust with all refund/adjustment of any dues, fee, including, license fee in respect of the Project involving the Said Land from the Haryana Government/HUDA, DTCP, any other authority of the government and to give the valid receipt thereof.
30. To apply, sign and execute any and all deeds, instruments, undertakings, applications, affidavits, declarations and any other document(s) which shall be necessary for formation of Resident
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Welfare Association of the Project and filing/ registering Deed of Declaration with respect to Project and to convey the said land in pursuance thereof to give effect to aforesaid purposes and take all actions for giving full and complete effect and completion of the related and ancillary acts for aforesaid purposes.

31. To exchange and/or enter into joint venture/collaboration in respect of the Said Land with HUDA, HSIDC or any other Corporation, authority or body corporate or Government as the situation may require in the opinion of the Attorney, for the purpose of development of the Said Land and for that purpose to execute various documents including but not limited to present any representation, application, affidavit, undertaking, indemnity, joint venture agreements, collaboration agreements etc. as may deem fit to the Attorney.
32. To pay all taxes, assessments, levies, rates, charges, expenses, to appear and represent Executants before any and all concerned authorities, departments and parties as may be necessary or required or advisable in connection with the development of the Said Land and/or for the purposes mentioned in these present and to make such represents, applications, affidavits, indemnities, undertakings, agreements and arrive at such arrangements as may be conducive to the development of the Said Land in accordance with the permission of the Competent Authorities and applicable laws, rules, notifications, policies.
33. This Power of Attorney is irrevocable and require no further ratification or confirmation by the Owner.
34. To obtain any payment(s)/refund(s) for and on behalf of the Executants from any person, department, authority, officer etc.; to grant receipts therefor; to make any payments for and on behalf of the Executants; to settle any disputes/issues concerning the Said Land in the manner deemed fit by the Attorney.

And generally to do all such other acts, deeds and things as may be related, necessary or expedient in connection with the booking/ allotment for sale, lease etc. of the Units in the Project, even if they are not covered by the above clauses, as fully and effectively as Executant could do.

The Executant hereby declare that this GPA is given in favour of the Developer and accordingly, the powers conferred herein upon the Developer can be exercised by any of its

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directors/ authorised representative(s) duly authorized under a resolution passed in the meeting of the board of directors of the Developer.

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

The Executant hereby confirms that there is no requirement of any consent/ reference to Executant for exercising the power and rights granted to the Developer under the Collaboration Agreement dated 9th April, 2024 and this GPA. The actions and deeds of the Developer pursuant to the Collaboration Agreement dated 9th April, 2024 and this GPA shall be valid and binding on the Executants without any requirement of any ratification of the same by the Executant.

The Executant undertake, confirm, agree and acknowledge that they do not have any right to cancel, revoke or modify this GPA. If required for whatever reasons and on the instruction of the Developer, the Executant shall execute or cause to execute such documents as may be required by the Developer to give full effect to the powers granted to the Developer hereinabove.

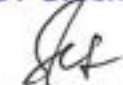
The Executant hereby agree and confirm that this GPA is granted for consideration, the receipt and sufficiency of which is acknowledged hereby and is irrevocable and shall be governed by the provisions of the Section 202 of the Indian Contract Act, 1872.

Executants do hereby declare that this GPA 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 GENERAL, our Attorney is authorized to do all other acts, deeds, matters and things whatsoever in or about our Said Land, estates, property and affairs herein either particularly or generally described as amply and effectually to all intents and purposes as we, the Executant herein could do in our own name.

For IST Green Power Pvt. Ltd.



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IN WITNESS WHEREOF the Executants hereto have hereunto set and subscribed their respective hands/signature on this General Power of Attorney on the day, month and year first above mentioned in the presence of the following witnesses.


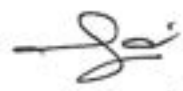
For IST Green Power Pvt. Ltd.



Authorized Signatory/Signed By
SIGNED AND DELIVERED By

the within named EXECUTANT through its Authorized Signatory

WITNESSES:

1.	2.
 Name: Magan Ram Father's Name: Chander Ram Address: H No 539, Sector 53 Gurgaon	 Name: Lakman Kumar Father's Name: S/o Kamal Kumar Address: H No 539, Sector 53 Gurgaon

For Adani Infrastructure & Developers Pvt. Ltd.



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ANNEXURE-B

(Agreed Format of 'No Objection Certificate')

TO WHOM SO EVER IT MAY CONCERN, M/S IST GREEN POWER PRIVATE LIMITED (CIN: U40108DL2010PTC204213), a company incorporated under Companies Act, 1956 having its registered office at A-23, New Office Complex, Defence Colony, New Delhi-110024 represented by its Authorized Signatory **Mr. Suresh Chand Jain**, [Aadhaar No375410371164] authorized vide Resolution dated 12.03.2024 (hereinafter referred to as the "OWNER" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include their respective legal heirs, nominees, associates, subsidiaries, affiliates, legal representatives, successors-in-interest and permitted assigns) has entered into a Collaboration Agreement dated 9th April 2024 with **Adani Infrastructure and Developers Private Limited** (CIN No. U45201GJ2006PTC066449 & PAN – AAFC9521J), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 10th Floor, Shikhar, Near Adani House Mithakhali Six Roads, Navrangpura, Ahmedabad – 380009, Gujarat and its corporate office at Adani Realty Corporate Office, Miracle Mile, 3rd Floor, Golf Course Extension Road, Sector-60, Gurugram-122011, Haryana, India, represented by its duly appointed Authorized Signatory(ies) (hereinafter referred to as the "Developer", which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) in respect of the Said Property (as defined in the said Collaboration Agreement dated 9th April 2024).

The Owner is the absolute legal owner, with full right, title and interest in, land measuring 13 Kanal 2.5 Marla i.e. measuring 9 Kanal 4 Marla being ½ share of the land measuring 18 Kanal 8 Marla comprised in Khewat No.92, Khata No.93, Rect. No. 15, Killa No.13 (3-9), 17/2 (0-3), 18 (8-0), 23 (6-13), 24/1 (0-3) and land measuring 3 Kanal 18.5 Marla being ½ share of the land measuring 7 Kanal 17 Marla bearing Khewat No.92, Khata No.93, Rect. No. 15, Killa No.17/1 (7-17) in the revenue estate of Village Gwal Pahari, Tehsil- Wazirabad, District-Gurgaon (Haryana), as per Jamabandi Year 2018-19 ("Said Land").

For the purpose of successfully carrying out Collaboration Agreement dated __ April 2024 into effect, the Owner hereby declares that the Developer shall have every right and interest to create any charge and Encumbrance on the Said Land for raising finances for the purposes of construction and development of the Project as envisaged between the Owner and the Developer under Collaboration Agreement dated 9th April 2024 subject to the execution & registration of the agreement for sale in respect of the Owner's Allocation i.e. 9 residential units/ apartments in favour of the Owner. However, the Developer shall be responsible to clear any such Encumbrance so created in respect of the Said Land for the purpose of availing finances for construction and development of the Project.

Signed, Sealed and Delivered by the Owner at Gurugram on this __th day of ____ 2024.

For IST Green Power Pvt. Ltd.

Authorised Signatory/Signatories

For Adani Infrastructure & Developers Pvt. Ltd.

Auth. Signatory

Auth. Signatory

