6244

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 29/09/2023

Certificate No. G02920231755

GRN No. 107726859

Stamp Duty Paid : ₹ 41800000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Amb Infrabuild Private

H.No/Floor : B/76 Sector/Ward : Na LandMark : First floor

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

Phone: 87******01

Buyer / Second Party Detail

Name : Advance India Projects limited

H.No/Floor : 5th Sector/Ward : 62 LandMark : Aipl business club golf course extn

City/Village: Medawas District : Gurugram State : Haryana

Phone : 87******01

Purpose : FOR COLLABORATION AGREEMENT

THE SEAL OF THE SUB REGISTRAR HARSARU

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

This Stamp Paper forms an integral part of this Collaboration Agreement.

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For AMB INFRABUILD PVT. LTD.

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COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as the "**Agreement**") is executed at Gurugram, on this 29th day of September, 2023 ("**Effective Date**"):

BY AND BETWEEN

AMB INFRABUILD PRIVATE LIMITED, (CIN U70101DL2007PTC164844 and PAN AAGCA4601A), a company duly incorporated under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013 and having its registered office at B-76, First Floor, Defence Colony, New Delhi- 110024, acting through its authorized signatory Mr. Sunil Rawat, duly authorized *vide* its board resolution dated 04.09.2023 (hereinafter referred to as the "**Owner**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, nominees, representatives and permitted assigns) of the **FIRST PART**;

AND

ADVANCE INDIA PROJECTS LIMITED (CIN: U45209HR1997PLC080240 and PAN: AACCA9859J) a company, duly incorporated under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013, having its registered Office at AIPL Business Club, 5th Floor, Golf Course Extension Road, Sector-62, Gurugram, Haryana-122101, acting through its authorized signatory Mr. Sohan Singh, duly authorized *vide* its board resolution dated 08.09.2023 (hereinafter referred to as the "**Developer**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, nominees, representatives and permitted assigns) of the **SECOND PART.**

The **Owner** and the **Developer** may hereinafter individually be referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. The Owner has represented that it is the absolute and lawful owner in physical possession of land admeasuring 10.4375 acres, situated at revenue estate of Village Hayatpur, Sector-88, Sub-Tehsil Harsaru, District Gurugram, Haryana ("**Said Land**"). The Said Land is described

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in the **Annexure-A** hereto and the zoning plan of the Said Land is annexed as **Annexure-B** hereto.

B. That, Director, Town & Country Planning, Haryana ("**DTCP**"), *vide* its memo bearing Endst. No. LC-2865-JE(VA)-2013/45602 dated 12.07.2013, had issued License No. 56 of 2013 dated 10.07.2013, in favour of the Owner for setting up a commercial colony on the Said Land. The License was renewed *vide* DTCP's letter dated 20.09.2021, and the same is valid up to 09.07.2024 ("**License**").

C. That, DTCP vide its memo dated 03.04.2014 bearing No. ZP-931/SD (BS)/2014/6870, approved the building plans of the Erstwhile Project *(as defined below)* to be developed on the Said Land. Thereafter, the Owner got the aforesaid approved building plans revised from DTCP and DTCP granted the approval vide its memo No. ZP-931/SD(DK)/2021/31850 dated 16.12.2021. The validity of the aforesaid approved revised building plans is 5 years subject to validity of License granted and referred to above. The Building Plan approval of the Erstwhile Project is presently valid till 15.12.2026.

D. The Owner conceptualized a commercial project on the Said Land under the brand name and style of 'AMB Selfie Walk' (**"Erstwhile Project"**) and has obtained registration under Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) from Haryana Real Estate Regulatory Authority (**"HRERA"**), bearing registration number 40 of 2022, and the same is valid till 30.06.2028.

E. The Owner is recorded as the owner in possession of the Said Land in all the records of the Governmental Authority(ies).

F. The Owner confirms that the Owner has absolute and clear title to the Said Land and is in legal possession of the same.

G. The Developer is engaged in the business of construction and development of real estate projects including residential, industrial, commercial projects and townships throughout India.

H. The Owner has approached the Developer and requested the Developer to develop a commercial project on the Said Land, comprising of commercial units, shops, retail spaces, etc. as per applicable laws (hereinafter referred to as "**Project**"). The Developer is also keen to undertake the conceptualization, promotion, construction and development of the Project over the Said Land.

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I. Pursuant to discussions between the Parties and relying solely on the representations, warranties, undertakings, indemnities and covenants of the Owner given herein, the Developer has agreed to the proposal of the Owner to undertake the construction, development, sales and marketing of the Project and the Owner has agreed to transfer the unencumbered Development Rights (*as defined hereinafter*) of the Said Land in favour of the Developer.

J. The Parties are now executing the present Agreement to record the detailed terms and conditions agreed between them for development of the Said Land and the Project and their respective rights and obligations therein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 **DEFINITIONS**

"**Agreement**" means this Collaboration Agreement, Schedules and Annexures attached hereto and any amendments from time to time as may be mutually agreed by and between the Parties hereto in writing.

"**Applicable Laws**" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter including but not limited to Real Estate Regulatory Authority.

"**Approvals**" means any permission, approval, sanction, clearance, no objection certificates, consent, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority including but not limited to DTCP, RERA etc. required under any statute or regulation for designing, planning, development, marketing and sale of the Project or developed areas therein, contemplated under this Agreement.

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"**Common Areas and Facilities**" means and includes all common open area, roads, parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor, water supply, power supply, drainage, sanitation, security systems, fire-fighting facilities and other facilities falling within the Project as may be provided for common use.

"**Contractors**" shall mean the contractor, sub-contractors, suppliers and all other third party consultants / vendors including but not limited to the architect, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, environmental consultant (where necessary), ground investigation engineer, landscape architect, QS&QA Consultant, RCC consultants, soil survey experts, and all other consultants (where necessary) appointed by the Developer, for the construction and development of the Project and shall include any replacement thereof;

"Development Rights" shall mean the unfettered, unrestricted rights transferred to the Developer in terms of this Agreement to exclusively carry out development, construction, marketing of the Project on the Said Land (i) market and lease all the units comprised in the Project and (ii) sale of all the units forming part of Developer's Share. The Development Rights shall include, without limitation, the right to:

(i) enter upon and take sole physical possession and control of the Said Land and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Said Land or any part thereof during the subsistence of this Agreement until the Project is handed over for operation, management, administration and maintenance to the association of allottees formulated under the Haryana Apartment Ownership Act, 1983 or the maintenance agency of the Project, as the case may be, as per then existing Applicable Laws;

(ii) to make applications to the concerned Governmental Authority in respect of and to carry out all the infrastructure and related work or constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other

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Common Areas and Facilities for the total Saleable Area to be constructed on the Said Land as may be required by any Approval(s), layout plan, or order of any Governmental Authority to be the sole and exclusive Developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development and landscaping of the Project;

(iii) to deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Said Land;

(iv) to exercise full, free, uninterrupted, unfettered, absolute and exclusive right to plan, implement, conceptualize, design, construct, develop, execute the Project as per the Developer's sole and absolute discretion and to carry out all other necessary and ancillary activities in relation thereto and shall have: (a) marketing rights in respect of the Saleable Area or other components of the Project and (b) sell the Developer's Share by way of sale or any other manner of transfer or creation of third-party rights therein and enter into agreements with such transferees as it deems fit, and to receive the full and complete proceeds and give receipts and hand over ownership, possession, use or occupation and have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed in the Project (c) absolute leasing rights in respect of the Saleable Area or other components of the Project and enter into agreements with prospective lessee/ licensee as it deems fit;

(v) to appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to the Applicable Laws;

(vi) to construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipment of suitable capacity;

(vii) to permit loans to the prospective buyer(s) of Units comprised in the Project;

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(viii) to enjoy all rights, privileges and benefits to the Project and the units in the Project, including the right to generate, receive, use and appropriate revenue generated out of the sale, lease and license of the Units forming part of Developer's Share in accordance with the terms of the Agreement;

(ix) issue any press release or make any public statement or other communication about the Project and/ or the development;

(x) to undertake such other activities as may be required for the development of the Project and the Said Land;

(xi) to appoint architects and structural engineers for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities including layout, aesthetics and landscaping in compliance with the Applicable Laws;

(xii) to manage, supervise and monitor the Project and to oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant;

(xiii) Exclusive rights to commence, carry out and complete the development and construction on the Said Land and of the Project, at its own cost and expense, through its agents, servants or assigns, subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unhindered access and possession to the Said Land including ingress and egress, and do all activities for construction and development thereupon;

(xiv) modify the existing Building Plan(s), Approval(s) thereof, RERA Registration, etc. of the Erstwhile Project;

(xv) keep all approvals and permissions including but not limited to license, building plans etc. alive and subsisting till completion certificate is obtained.

(xvi) name the Project and modify the same at its sole discretion;

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(xvii) manage the Said Land and services and maintain all the buildings, plants, equipment and machineries, as well as other facilities constructed upon the Said Land;

(xviii) the Exclusive right to enjoy all rights, privileges easements, advantages, appurtenances, connections, and use of all pathways, passages, benefits, attached thereto etc. in the Project;

(xix) the right, in terms of this Agreement, to own, alienate, transfer, sell, convey, lease, sub-lease or otherwise assign or part with possession of the Saleable Area to the extent of Developer's Share with proportionate and undivided rights in the Said Land and/ or other facilities at any time and to receive, retain and appropriate all proceeds thereof from any prospective buyers/transferees without limitation or lien;

(xx) the Exclusive right to maintain the Project and pursuant thereto the right to enter into maintenance agreements with purchasers, occupiers and owners of the Units/Saleable Area in the Project and to receive all service charges and costs from them without any limitation or lien;

(xxi) Irrevocable and Exclusive right to create charge on the Developer's Share after fresh RERA Registration in favour of the Developer, to obtain funding and to create charge and such Encumbrances on the Developer's Share for the purposes of obtaining financing from banks, financial institutions or any other third party, without creating any charge over the Said Land and the Owner's Share. The Developer shall be solely liable for the repayment obligation of the loan amount including interest, penalty etc. (if any), without any liability of the Owner in any manner whatsoever. The Owner shall sign & execute all the documents related to the same, Developer shall make sure that no liability shall occur to the Owner because of the same. Further the disbursement of the loan amount will be in consensus with the Owner and shall be used only for the development of the Project.

(xxii) the Exclusive right to modify the existing RERA Registration or obtain fresh registration of the Project under RERA and to execute necessary documents, applications, affidavits indemnities and to execute other requisite documents in this regard and to represent the Owner before concerned authorities in this regard;

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(xxiii) the Exclusive right to undertake or deal with the Project on terms and conditions set forth in this Agreement;

(xxiv) to generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development, construction and implementation of the Project and for compliance, with the terms of this Agreement.

"Developer's Share" shall have the meaning assigned to it in Article 4.2 herein.

"Force Majeure" shall have the meaning set forth in Article 15.6.

"**Governmental Authority**" shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law, and shall include but no be limited to the concerned Municipal Corporation, HRERA and/or Director, Town & Country Planning, Haryana.

"**General Power of Attorney**" shall mean an irrevocable general power of attorney executed by the Owner, pursuant to this Agreement, in favour of the Developer or its Representatives, authorizing the Developer or its Representatives to do various acts for the purposes of (a) the construction and development of the Said Land; (b) obtaining Approvals for the purposes of construction, development, marketing and sales in the Project; (c) execution and registration of allotment letter, agreement to sell, conveyance/sale/transfer/lease deeds or any transfer document in relation to the Units forming part of Developer's Share and comprised in the Project in favour of customers; (d) all matters ancillary or incidental thereto in accordance with terms and conditions of this Agreement; The draft GPA is attached as Annexure E

"GST" shall mean Goods and Services Tax.

"**HRERA**" shall mean Haryana Real Estate Regulatory Authority,

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Haryana, set up under the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.

"**Litigation**" includes any action, cause of action, claim, demand, suit, proceedings, citation, complaints, summons, subpoena, inquiry or investigation of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any Third Party to the Developer and any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation which are threatened.

"Occupation Certificate" shall mean certificate obtained from the office of Directorate of Town and Country Planning, Haryana.

"**Owner's Share**" shall have the meaning assigned to it in Article 4.2 herein.

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.

"**Project**" has the meaning given to it in Recital H herein above.

"**Representatives**" shall mean the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 along with rules and regulations made thereunder.

"**Said Land**" has the meaning given to it in Recital A herein above.

"**Saleable Area**" shall mean and include retail, shopping, multiplex or any other transferable areas to be constructed and developed as part of the Project as the Developer deems fit.

"**Third Party**" or "**Third Parties**" shall mean any Person other than a Party.

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"**Title Deeds**" shall mean various title document by virtue of which the Owner has acquired the Said Land.

"Units" shall mean and include retail, shopping, multiplex or any other transferable areas to be constructed and developed as part of the Project.

1.2 **INTERPRETATIONS:** In this Agreement, unless the context requires otherwise:

(i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa) his/her legal representatives, successors, legal heirs, executors and administrators and any one gender shall include all other genders and the singular shall include the plural (and vice versa);

(ii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;

(iii) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;

(iv) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".

(v) Reference to a law or to a deed, document or instrument shall be a reference to that law or such deed, document or instrument as amended, re-enacted, consolidated, supplemented or replaced.

ARTICLE 2
GRANT OF DEVELOPMENT RIGHTS

2.1 In lieu of the consideration as prescribed in Article 4 herein below, the Owner hereby and exclusively grants, transfers, conveys, vests and assigns to the Developer as per the terms and conditions contained herein, the un-encumbered Development Rights of the Said Land including rights, authority and entitlement to plan, design, construct and develop the Project entirely at its own cost and expenses and in its sole and absolute discretion, together with right to market, sell, lease, transfer and convey and/ or dispose of Developer's Share of the Saleable Area and other areas/components of the Project along with all other ancillary and

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incidental rights attached therewith, together with right to convey proportionate undivided right, title, share and interest in the Said Land in accordance with terms and conditions stated in this Agreement. Notwithstanding anything contained in this Agreement the Developer hereby acquires the exclusive and irrevocable Development Rights in terms of this Agreement and this Agreement can only be revoked in terms of Article 9 of this Agreement.

2.2 On the Effective Date, the Owner has handed over the legal, physical and peaceful possession of the Said Land free from all encroachment to the satisfaction of the Developer. The Parties agree that the Developer shall have unfettered rights to enter the Said Land at any time, being vested with legal and physical possession to the same. The Developer shall be fully entitled to permit any of its associates, nominees, Contractors to also enter the Said Land, and to do all such acts and deeds as are required and/ or necessary in the discretion of the Developer on the Said Land. However, such associates, nominees, Contractors shall function under the complete supervision of the Developer and shall have no independent right to undertake the development.

2.3 The Developer shall develop the Project, as per this Agreement, at its own costs and expense, in accordance with the Approvals and compliance of Applicable Laws in terms hereof.

2.4 It is hereby agreed by the Parties that, unless otherwise agreed by Parties, the Project to be developed on the Said Land shall be a commercial project as per the License.

2.5 If the Parties mutually agree, the Developer with the prior written consent of the Owner which consent shall not be denied by the Owner, may get the License modified from DTCP for the construction and development of the Project on the Said Land.

2.6 The Owner shall, from time to time, promptly execute such further documents and do all such acts, as may be required by the Developer, in its sole discretion, to effectively exercise the Development Rights and to complete the transactions contemplated hereunder. The Owner agrees and covenants not to do anything or permit any third party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights in terms of this Agreement.

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ARTICLE 3
DEVELOPMENT AND CONSTRUCTION OF PROJECT

3.1 The Developer has agreed to develop the Project on the Said Land where under:

(i) The Parties shall adhere to the norms prescribed by RERA. The Developer shall have right to modify the existing RERA Registration of the Erstwhile Project or obtain fresh registration of the Project under RERA and undertake the necessary periodic compliances as is required under the provisions of the same and the Owner shall provide due co-operation to the Developer in this regard.

(ii) The Developer shall be entitled to develop the Project in single or multiple phases (as per sole discretion of Developer). The Developer shall launch the Project and undertake construction and development of the Project in accordance with the Approvals, the Applicable Laws and other terms and conditions of this Agreement.

(iii) The Owner and the Developer shall be entitled to their respective share in the Saleable Area of the Project as provided in Article 4 herein below.

(iv) The Owner and/or its representative at its cost and expenses, shall be entitled to visit the project to understand the progress of development and construction of the project at all reasonable times with prior notice of one day to the Developer, and the Developer shall not object to the same.

3.2 The scope of development of the Project includes planning, designing, conceptualizing, construction and development of the Project, including car parking(s), Common Areas and Facilities and incidental and related amenities and various components of the Project as may be required at the cost of the Developer. The Developer is exclusively authorized to not only do the above and exercise the Development Rights as set out in this Agreement but is also entitled to book, market, lease and allot the Units and other Saleable Areas forming part of Developer's Share only after obtaining fresh RERA Registration of the project in favour of the Developer and to transfer and convey the Units / Saleable Area of the Project in accordance with terms of this Agreement. The Development Rights shall be effective from the Effective Date.

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3.3 The Owner acknowledges that the Developer shall incur substantial expenditure for the construction and development on the Said Land and the Owner shall not rescind or cancel the Development Rights granted to the Developer under any circumstances except as provided in this Agreement.

3.4 Subject to Clause 3.14 below, all the Approvals shall be obtained by the Developer at its own cost and expense and also keep all approvals and permissions including license etc. alive and subsisting till completion certificate is obtained. The Owner shall provide prompt support and assistance to the Developer for obtaining such Approvals and shall execute necessary documents, affidavits, power of attorney(s) and authorisations in this regard.

3.5 The Developer shall be entitled to engage Contractors for construction and development of the Project at its discretion.

3.6 The Owner shall promptly, sign, execute and deliver all board resolutions, papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required by the Developer for the purposes of obtaining Approvals for the Project, including all approvals to be received from the DTCP, Haryana Shehri Vikas Pradhikaran (HSVP), and/or HRERA, registration of the Project under RERA and for construction and development of the Project and booking, marketing, allotment, transfer and/or sale of the Saleable Area in the Project and Units constructed and/or to be constructed therein and forming part of Developer's Share to receive consideration and proceeds thereof only after obtaining fresh RERA Registration of the project in favour of the Developer, and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement

3.7 The Owner shall, sign and deliver to the Developer all documents, as may be required to be signed by the Owner, for filing the various applications and for obtaining the Approvals pursuant thereto for the construction, development, marketing, sale (Developer's Share), leasing and maintenance of the Project including but not limited to the obtaining the registration of the Project under RERA.

3.8 The Developer shall be exclusively entitled in its sole discretion to book, allot, sell the Units /Saleable Area falling in the Said Land forming part of Developer's Share and to enter into agreement to sell, unit buyer agreements with prospective purchasers for transfer of the same together

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with proportionate, undivided right, share, interest and title in the Said Land only after obtaining fresh RERA Registration of the project in favour of the Developer.

3.9 The Developer shall be entitled to receive refund of all security deposits or advances paid by it to the concerned authorities upon completion of the Project or otherwise. If any such refund is received in the name of the Owner, the Owner shall within 7 (seven) days of receipt of notice from the Developer regarding the same, pay the said amounts to the Developer without any demur, protest or delay.

3.10 In the event the Owner fails to fulfil its obligations under this Agreement, the Developer shall be entitled (but not obligated), at its sole discretion, to undertake necessary action on behalf of the Owner to fulfil such obligations at the costs and expenses of the Owner. All costs and expenses incurred by the Developer as mentioned herein shall be reimbursed within a period of 7 working days, by the Owner to the Developer. In case any such notice of demand is received only by the Developer from the concerned authority, the Developer shall be bound to intimate the same to the Owner in writing within a period of 7 working days from the receipt of notice of demand, along with a copy of the notice.

3.11 The Owner shall not create any Encumbrances on the Said Land in any manner whatsoever except as required by the Developer as per the terms contained herein.

3.12 The Owner hereby acknowledges that the cost of the Said Land shall be accounted/considered while filing application for registration of the Project under RERA. The Owner shall provide necessary documents and support to the Developer in this regard.

3.13 The Developer shall have the sole discretion to change the name and logo of the Project and use its brand, name and logo in its sole and absolute discretion. In case the Developer requires to use the brand name and logo of the Owner for marketing purposes, it shall take prior written approval.

3.14 That, the Parties have agreed and covenant to complete the following conditions as agreed hereunder:

(a) The Owner shall obtain the permission/approval of DTCP allowing change in developer and recording the name of Developer in the said License (**"BIP Approval"**), under the Beneficiary Interest Policy dated 18.02.2015 (**"BIP Policy"**) at the cost and expenses of the

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Developer. Further, the Developer shall pay the statutory charges within a period of three days from the date of demand of the statutory authority, upon written intimation by the Owner. The Developer shall also pay in advance all the incidental charges pertaining thereto.

(b) The Owner shall inform HRERA for change of promoter of the Erstwhile Project in favour of the Developer, within 7 (seven) working days of execution and registration of this Agreement, with a copy to the Developer. The Owner shall within thirty days of (i) intimation from the RERA, if any, or (ii) grant of registration under RERA in favour of the Developer, whichever is earlier, close the existing bank accounts of the Erstwhile Project, under RERA, at its own costs and expenses.

(c) The Developer shall apply for Fresh RERA registration at its own cost and expenses and inform the Owner who shall co-operate and help the Developer so as to enable the Developer to obtain the final approval from HRERA in favour of Developer, at the cost and expenses of the Developer.

(d) The Parties herein agree that the Owner shall sign and execute all documents including undertakings, affidavits or indemnity bonds etc. as may be required by any Governmental Authority.

3.15 The Owner shall issue the requisite board resolution to undertake the construction and development of the Project in terms of this Agreement, within a period of two working days from the date of request by the Developer.

3.16 Issue an irrevocable General Power of Attorney ("**General Power of Attorney**"), in respect of the Project to be developed on the Said Land, permitting and authorizing the Developer to solely, and at its own cost and expenses, exercise all powers referred herein and to use the Development Rights granted herein to fulfil all its rights and obligations as mentioned in this Agreement for the development of the Project; and

3.17 The Developer shall not be entitled to do any act, deed or thing or execute any document by utilising the General Power of Attorney which directly or impliedly violates or infringes any provision of law. In case any such act, deed or thing is done or any document is executed which is directly or impliedly not in conformity with law, in that event the same shall not be binding on the Owner. It is clarified that the Owner shall neither be bound nor liable for any illegal act, deed or thing done or document

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executed by the Developer by virtue of General Power of Attorney referred to above.

3.18 The original Title Deeds and other chain documents of the Said Land, along with complete file of correspondences with DTCP and other Approvals etc., shall hand over by the Owner to the Developer.

3.19 It has been mutually agreed between the Parties that in case in future, at any stage, FAR is increased from 1.75 and if the incremental FAR is to be availed i.e. in the form of TOD Policy and amendments thereof and/ or TDR Policy and amendments thereof, the same shall be discussed between the Parties at the appropriate stage and only then it shall be availed.

ARTICLE 4

CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS

4.1 In consideration of the Owner providing and making available to the Developer the Said Land and granting the exclusive Development Rights as mentioned in this Agreement, the Developer has agreed to pay an interest free non-refundable security deposit of Rs. 59,00,00,000/- (Rupees Fifty-Nine Crores only) (hereinafter referred to as **"NRSD"**) to the Owner in the manner as prescribed in **Annexure-C** which the Owner hereby duly admits and acknowledges. The payment of NRSD shall be paid by the Developer after deduction of withholding taxes at applicable rates as per provisions of the Income Tax Act, 1961.

4.2 In addition to the NRSD payable to the Owner, the Parties have agreed that the Saleable Area of the Project shall be shared between the Parties in the manner mentioned herein below (**"Area Sharing Ratio"**):

Owner's Share	35% (Thirty Five Percent) of the saleable area on each floor in respect to the Said Project with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said Project as also in parking, common area, common facilities.
Developer's Share	65% (Sixty Five Percent) of the saleable area on each floor in respect to the Said Project with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said Project as also in parking, common area, common facilities.

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4.3 (i) The NRSD and the Owner's Share in the Project shall hereinafter collectively be referred to as **"Owner's Consideration"** under this Agreement.

(ii) The area under Owner's Share (except on the 3rd Floor) has been demarcated and the same is annexed as **Annexure D**. Upon receipt of the final revision of the building plan, the area on the third floor shall be mutually demarcated between the Parties, as per the agreed Area Sharing Ratio.

(iii) The Owner shall be free to get the Owner's Share allocated in its favour or in the favour of any of its nominee, associate company(ies) or third party(ies).

4.4 The Parties hereby agree that the Developer has agreed to market, book, sell, allot, lease, etc. the Owner's Share (if required by the Owner for and on behalf of the Owner) and, any brokerage payable on the sale and lease, of the Owner's Share to the third party/purchaser, shall be solely borne and paid by the Owner to the Developer.

4.5 The Parties hereby agree that the Infrastructure Development Charges (IDC) with regard to the Said Land has already been paid by the Owner. The Owner represents and warrants that the total outstanding dues payable to DTCP on account of External Development Charges (EDC) of the Said Land, as on the date of this Agreement is approximately Rs. 45,35,99,000/- (Rupees Forty-Five Crores Thirty Five Lakhs Ninety Nine Thousand Only) (including interest and delayed penalty) (hereinafter referred to as "EDC Dues"). The Parties agree that, the EDC Dues payable to DTCP (including the outstanding dues and interest/penalty from the date of execution hereof), shall be paid by the Owner and Developer in the ratio of 35:65. The Parties have agreed to recover the aforesaid Infrastructure Development Charges and External Development Charges from the customers/allottees of the Project. Further, for the Owner's Share, the Owner shall be entitled to get the reimbursement of these charges as and when the same are received by the Developer from the customers/allottees of Owner's Share.

4.6 That the Bank Guarantee(s) related to or concerning to the construction and the development of the Project, already given by the Owner with DTCP, shall be replaced and submitted by the Developer with the concerned department, at the time of renewal of the License. The

Developer shall also keep them alive and subsisting as required by the concerned department/authority(ies).

4.7 The Owner hereby agrees, acknowledges and confirms that Owner's Entitlement under this Agreement and in connection with the Project/Said Land is limited to the following:

a. NRSD,
b. Owner's Share,
c. share of its EDC Dues (as already mentioned above in Clause No. 4.5),
d. 35% of any profit and loss derived from the revenue generated from the Project including but not limited to through Basement and outside Parking, Hoardings, Publicity, Lobby Stall & Kiosks Etc.
e. the Owner shall not be entitled for any other entitlement, consideration, deposit, etc. qua the Project/ Said Land which is not mentioned in the present Agreement and the Owner shall not raise any demand, claim, dispute or objection whatsoever in this regard.

4.8 The Owner agrees that for the Units falling in the Owner's Share, the Owner shall be liable to bear and pay maintenance charges and maintenance security deposits or any other refundable deposits, taxes, stamp duty and registration fee, etc. which shall be paid at the time of offer of Possession of the Units pursuant to issuance of Occupation Certificate for the Project by DTCP. Provided, however, in case the Units falling in the Owner's Share are sold / allotted to third party(ies), the Developer shall be entitled to recover the possession and other applicable charges apart from maintenance charges and maintenance security deposits or any other refundable deposits, taxes, administrative charges, stamp duty and registration fee, etc. from such third party(ies). Further for the Units falling in the Owner's Share, the Owner or its prospective allottee, shall pay Interest Free Maintenance Security which shall be paid at the time of offer of Possession of the Units pursuant to issuance of Occupation Certificate for the Project by DTCP. The quantum of maintenance security referred to above shall be equal to the amount which shall be demanded and realized by the Developer from other allottees in the Project. The maintenance charges shall be payable by the Owner starting from the date of issuance of offer of possession for units comprised in the Owner's Share in the Project, pursuant to issuance of Occupation Certificate for the Project by DTCP.

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4.9 Upon grant of fresh RERA Registration of the Project in the name of Developer, the Developer shall issue the allotment letters for the respective Units comprising in the Owner's Share, as per demarcation and pursuant thereto the Developer shall be free to book, allot etc. all the Units falling under Developer's Share. Prior to demarcation of the Developer's Share and the Owner's Share the Parties shall not proceed to create any third-party rights in respect of any unit in the entire Project.

ARTICLE 5
COVENANTS, UNDERTAKINGS, ROLES AND OBLIGATIONS OF THE DEVELOPER

5.1 The Developer shall undertake the construction and development of the Project in its sole and absolute discretion as per Applicable Laws, Approvals and in terms of this Agreement.

5.2 The Developer shall formulate the master plan and design of the Project as per its sole and absolute discretion and evaluate and shortlist and appoint such third-party consultants and vendors as it may require for the development of the Project.

5.3 The Developer shall have the right to conceive the Project and device the layout plans, design and arrange preparation of architectural, structural and other drawings from the Contractors, architects and other consultants based on the approved sanctioned drawings and shall develop the Project. The Developer shall have the right to deploy resources to run, operate and monitor the development of the Project.

5.4 Save and except the Approvals mentioned under Clause 3.14 above, the Parties agree that all the other Approvals for construction, development, marketing and sale of the Project, shall be obtained by the Developer at its own costs and expenses.

5.5 The Owner shall provide prompt support and assistance to the Developer for obtaining such Approvals and shall execute necessary documents, affidavits, undertakings and power of attorneys as may be required in this regard.

5.6 The Developer shall engage on its own account Contractors, managers, architects, engineers, supervisors, consultants, staff and workmen for supervision and execution of the construction works and marketing of the Project and shall run, control, monitor, operate and maintain the Project either itself or through such third-party agencies.

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5.7 The Developer shall under no circumstances be responsible for the clean title to the Said Land and the Owner shall throughout ensure that the title of the Said Land is clean and clear of all Encumbrances.

5.8 The Developer shall construct, develop the Project and shall be entitled to market and sell the Saleable Area forming part of the Developer's Share only after obtaining fresh RERA Registration of the project in favour of the Developer. The Developer shall also be entitled to execute conveyance/sale deed/transfer deed for the Saleable Area forming part of the Developer's Share together with proportionate undivided right, share, interest and title in the Said Land. The Owner shall provide its complete support and assistance to the Developer in this regard.

5.9 The Developer shall have the right to evaluate, shortlist, negotiate with and appoint all third-party vendors as may be required for the construction and development of the Project.

5.10 If required, after obtaining the fresh RERA registration in their name, Developer may avail loan (including construction finance) on the Said Land by creating a charge on the Developer's Share/ Development Rights from lending banks/ financial institutions/ entity under any financing and security documents entered from banks/ financial institutions/ entity. The Owner shall sign & execute all the documents related to the same, Developer shall make sure that no liability shall occur to the Owner because of the same. Further the entire loan amount shall be used only for the development of the Project. Provided however that in case the Developer gets the Sale Deed for the Said Land executed and registered in its favour, thereafter the Developer shall have the absolute and unfettered right and discretion to avail the loan and/or create the charge on the Said Land by way of mortgage or any other such financial document, in any manner whatsoever and no consent from the Owner shall be required for the same.

5.11 That no transfer charges shall be liable to be paid by the Owner in respect of Units forming part of Owner's Share for the first transfer and thereafter if the Developer makes any transfer free for customers of its share , then the Owner would get the additional number of transfers free of cost for their share as well.

5.12 The Developer, at its sole discretion, cost and expenses, shall have the right to revise the existing building plans of the Project. However, the Developer assures the Owner that due to the revision of the Building

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Plans, the completion time period as mentioned above under Clause 5.16 shall remain the same. Further, no unit saleable area or location thereof shall be changed in the Owner's Share after allotment of Owner's Share.

5.13 The Developer shall be liable to ensure sale of the Units comprising in the Owner's Share as per timelines prescribed in this Agreement subject to willingness of the Owner to sell the Units. The Owner shall be entitled to receive the consideration amount received from the sale of the Owner's Share:

(i) The Developer shall sell 200000 sq. ft. saleable area of Owner's Share upon the request of the Owner and at the rates communicated by (as per prevailing market rate) the Owner in writing, and it has been agreed between the Parties that one unit out of the Owner's Share shall be sold, after every 3 sales of the area of Developer's Share in the Project, wherein similar units shall be sold on same floor. For the sake of clarity, the unit as referred in this sub clause, shall mean saleable area in sq. ft.

(ii) Further, the Developer shall sell balance remaining area of the Owner upon the request of the Owner in writing from the expiry of twenty four months from the date of grant of RERA registration for the Project in the name of the Developer, and it has been agreed between the Parties that one unit out of the Owner's Share shall be sold, after every 3 sales of the area of Developer's Share in the Project, wherein similar units shall be sold on same floor. For the sake of clarity, the unit as referred in this sub clause, shall mean saleable area in sq. ft.

(iii) The sale of Owner's Share shall be made by the Developer at the rate indicated in the prevailing price list of the Developer at the same payment plan which the Developer would be offering to the prospective customers of Developer's Share.

(iv) That the Project to be constructed by the Developer shall have the same specifications as also materials for all Units in the Project including the Owner's Share and other specifications of the Project.

(v) That Developer shall sell Owner's Share in the Project on the same terms & conditions on which the Developer shall be selling its own share/entitlements in the Project.

In case the Owner is not willing to sell/ hold its share and/or does not communicate the selling rate in writing, then the Developer shall be free

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to sell its stock on that particular floor and clause no. 5.13 (i) and (ii) shall not be applicable on the Developer. Further thereto, as and when the Owner communicates its willingness to sell its share along with the selling rate, clause no. 5.13 (i) and (ii) shall be applicable on the Developer, from the date of communication in writing by the Owner and not retrospectively.

5.14 The Developer shall have the right to undertake the entire infrastructure work in relation to the Project.

5.15 Subject to Force Majeure and fulfilment of obligations, representations and covenants by the Owner as mentioned in this Agreement, the Developer shall complete construction and development of the Project and obtain the Occupation Certificate within 66 (sixty-six) months of grant of fresh RERA in favour of the Developer. In case the Developer submits application for grant of Occupation Certificate within the period stipulated above, in that event it shall be entitled to avail a grace period of 6 (six) months after expiry of 66 (sixty-six) months as stated above. The Project shall be deemed to be complete when Occupation Certificate for the Project is issued by the concerned statutory authority. However, the grant of Occupation Certificate shall not absolve the Developer of its liability to obtain completion certificate for the Project from DTCP. All charges/fees etc. regardless of their nature which are liable to be incurred for the purpose of keeping the License & other permissions subsisting till grant of completion certificate shall be incurred entirely by the Developer.

5.16 That in case the Developer is unable to offer the possession of the Units despite availing the grace period, in that event the Developer shall be bound to pay compensation as per RERA Act to the Owner in respect of Owner's Share (not yet sold) till offer of possession of the Owner's Share. The interest amount shall be paid by the Developer to the Owner on 10th day of each succeeding English Calendar month.

5.17 The time is the essence of this Agreement for the performance of the responsibilities in terms of this Agreement for both the Parties.

5.18 The Developer shall be solely responsible in case of delay in possession.

5.19 That the Developer shall provide to the Owner every month, after the grant of RERA registration in favour of the Developer, the following:

A. Sales MIS

i. For Owner's Share: As per the format given by Owner.

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ii. For Developers Share: Floor, date and Unit No and area of the Unit sold and consideration being realized by the Developer in respect of the same.

B. Construction MIS of the Project.

ARTICLE 6
COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE OWNER

6.1 The Owner shall provide quiet, clear, vacant and peaceful possession of the Said Land to the Developer on the Effective Date.

6.2 The Owner shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project/ Said Land and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.

6.3 The Owner shall, at all times, ensure that there exists no title risk on the Said Land and the same is free from all Encumbrances.

6.4 Any cost and/or expense incurred in relation to the rectification of title risk or defect in the title of the Said Land, shall be solely borne and paid by the Owner.

6.5 The Owner shall provide all cooperation and support to the Developer, at all stages, for undertaking construction and development of the Project.

6.6 The Owner shall keep title and ownership of the Said Land absolutely free, clear and marketable in all respects and shall bear all expenses and costs in respect thereto. It shall be ensured that the title in relation to the Said Land remains in the name of the Owner.

6.7 The Owner shall provide necessary documents and assistance to the Developer for the purposes of obtaining the RERA registration for the Project and other Approvals.

6.8 The Parties herein agree and confirm that within 92 days from the grant of fresh RERA in favour of the Developer, the Owner shall transfer the title of the Said Land in favour of the Developer by way of a sale deed on the same consideration as mentioned in this Agreement, failing which any amounts payable by the Developer to the Owner shall be withheld till the execution and registration of the Sale Deed for the Said Land. It is

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clarified that the consideration for the Sale Deed shall be the NRFSD amount indicated above and allotment of entire allocation of the Owner in terms of this agreement for which no separate consideration shall be liable to be paid by the Owner and costs of the construction thereof and provision of amenities/facilities for the same, subject to the terms of this Agreement. The execution and registration of the Sale Deed as contemplated above, shall have no impact on the right of the Owner as provided in this Agreement. Any/all Approvals/permissions required from DTCP for the transfer of the Said Land in favour of the Developer shall be solely obtained by the Developer and the Owner would help the Developer to get the same. The Owner shall also help the Developer to get the Said Land mutated in the name of the Developer in the revenue/government records. However, any/all the statutory fees and incidental charges payable in obtaining/procuring the aforesaid approvals and mutation of the Said Land, shall be solely borne and paid by the Developer and the Board Resolutions given by the Owner to the Developer shall be revoked once the new RERA is received by the Developer, after the execution of the Sale Deed.

6.9 On execution and registration of Sale Deed, the Developer shall inform all the allottee(s) regarding the execution and registration of Sale Deed through Registered Post / Speed Post;

6.10 The Owner agrees and acknowledges that the Developer shall have the leasing rights of all the Units in the Project and to make the Project competitive and to give extra edge to the Project from others and to attract footfall, good international and leading brands have to be catered to and for such brands the fit-out cost/ capex cost shall have to be incurred. In view thereof, the Owner undertakes that it shall contribute towards the fit-out cost or any other capex cost for proportionate unsold units of Owner's Share in the Project or towards Owner's investors/allottees etc. promptly as per the demand raised by the Developer. The Owner shall pay upon its satisfaction about the fit out and actual incurring of expenses during the progress of the fit-out work.

6.11 That, brokerage towards (i) sale of Owner's Share & (ii) leasing of the Units forming part of unsold Owner's Share; shall be borne and paid by the Owner.

6.12 Any penalty, interest or charges payable to or claims received from the HRERA or any other Governmental Authority or any third party on account of defect in title of the Said Land or title risk or the Erstwhile Project, shall be borne and paid solely by the Owner.

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6.13 That the Owner shall ensure that the Project and/or Said Land is not adversely affected due to any act of gross or willful negligence of the Owner.

ARTICLE 7

RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN THE PROJECT

7.1 The Developer shall, at all times hereinafter, have the sole right to market, make advance bookings, allot, assign, transfer or sell the Units or area comprised in the Saleable Area forming part of Developer's Share to the prospective buyers/transferees at its discretion only after obtaining fresh RERA Registration of the project in favour of the Developer. It is being clarified that in respect of the Owner's Share, if the Owner confirms to the Developer in writing, the Developer shall exercise the right of sale on the terms and conditions contained in this Agreement. The Developer shall also be entitled to execute conveyance/sale deed(s) for the Saleable Area together with proportionate undivided right, share, interest and title in the Said Land.

7.2 The Developer or any agency nominated by it shall have the sole right to maintain the Project and other areas/ facilities as per the provisions of the Applicable Laws and in accordance with the prevailing market practice.

ARTICLE 8

RIGHTS/ENTITLEMENTS OF THE DEVELOPER

8. The Owner hereby agrees and undertakes that the Developer shall during the currency of this Agreement, be irrevocably authorized and entitled to:

(i) To enter upon the Said Land, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project.

(ii) To undertake development of the Project on the Said Land either itself or through Contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.

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(iii) To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, Approvals, sanctions, consents, registrations and renewals/ extensions thereof under Applicable Laws, rules, regulations, license, orders, notifications, for and in respect of the development of the Project and in particular the following, viz.:

a. Subject to Clause 3.17, to apply for, submit and follow up the application for obtaining Approvals in pursuance thereof for development of the Project;

b. to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Developer may desire;

c. to apply for and obtain commencement certificate and/or Occupation Certificate and/or completion certificate (including part thereof) and any like certificates or permissions that may be required by the Applicable Laws, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);

d. to appear and represent the Owner before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Said Land/ Project;

e. generally, to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Said Land/ Project; and

f. to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owner, as required from time to time in connection therewith.

(iv) To do all such acts, deeds and things as may be required for making the Said Land fit and proper for the purposes of the development of the Project thereon.

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(v) To carry out the construction and development of the Project and to construct, reconstruct, repair, improve upon or otherwise develop the Said Land/ Project.

(vi) To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at its own costs, construction work on the Said Land and every part thereof in accordance with the Approvals, building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient to ensure compliance with all rules and regulations applicable thereto.

(vii) To sign all applications, forms, papers, undertakings, indemnities, authorities, terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the Owner before any such authorities or persons whomsoever, as may be required by the authorities concerned from time to time with respect to the Said Land/ Project.

(viii) To appoint architects, surveyors and appoint all other consultants from time to time, as may be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them and/or delegating to them authority to obtain all necessary sanctions, approvals, licenses, no-objections and permissions for the construction and development of the Said Land/ Project.

(ix) To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officers for obtaining connections for electricity and water supply for the Project/ Said Land and to obtain necessary orders in pursuance thereof and to do or caused to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the Project/ Said Land and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.

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(x) To attend to, manage, look after, watch, examine and take care of the Project/ Said Land or any part or portion thereof regularly at all reasonable time and to prevent any encroachments, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions are already existing and/or being made hereafter and/or erected or constructed by any person or persons or body on the Project/ Said Land or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.

(xi) To apply for and obtain and receive a refund of money paid by the Developer with respect to the Said Land in the name of the Owner and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt(s) for the purpose.

(xii) To do all marketing, publicity and advertising activities and make advance bookings and to allot the areas/units/spaces (of Developer's Share) in the Project forming as it may deem fit and proper.

(xiii) After obtaining fresh RERA registration, to create charge and such Encumbrances on the Developer's Share for the purposes of obtaining funding and financing from banks, financial institutions or any other third party, without creating any charge on the Owner's Share. Further, the Developer shall make sure that no liability shall be fastened on the Owner because of the same. The Developer shall be solely liable for the repayment obligation of the loan amount including interest, penalty etc. (if any), without any liability of the Owner in any manner whatsoever.

(xiv) To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the areas/units/spaces forming part of Developer's Share in the Project, the entire allotment consideration, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect or demand the maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the

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receipts only after obtaining fresh RERA Registration of the project in favour of the Developer.

(xv) To execute from time to time all the agreements/ deeds/ documents/ leases on and in any other manner in respect of the areas/units/spaces/ forming part of the Developer's Share in the Project and also to execute and sign the allotment letters and unit buyer agreements for the areas/units/spaces forming part of Developer's Share in the Project in favour of prospective allottee(s)/ transferees, as the Developer may deem fit.

It is clarified that till the issuance of Occupation Certificate by DTCP, the Developer shall not be entitled to present for registration any conveyance deed in favour of prospective purchasers to be registered in accordance with provisions of Real Estate (Regulation and Development) Act, 2016.

(xvi) It is further clarified that the Developer shall after obtaining Occupation Certificate for the Project from DTCP, first issue the notice of offer of possession of all units forming part of Owner's Share and thereafter shall issue the notice of offer of possession of all the Units forming part of Developer's Share.

(xvii) To manage and maintain the Project/Said Land and/or areas/units/spaces in the Project either on its own or through any maintenance agency and to fix such maintenance charges as may be deemed expedient by the Developer or the maintenance agency as per the prevailing market practices.

(xviii) To sell, transfer and dispose of the areas/units/spaces in the Project forming part of Developer's Share together with proportionate undivided right, share, interest and title in the Said Land as it may deem fit and proper only after obtaining fresh RERA Registration of the project in favour of the Developer.

(xix) To execute and sign sale, allotment conveyance, transfer deeds/ agreements for sale, conveyance and/or transfer of the areas/units/spaces in the Project forming part of Developer's Share together with proportionate undivided right, share, interest and title in the Said Land in favour of prospective allottee(s)/ transferees, as the Developer may deem fit.

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(xx) To appear before the concerned Registrar or Sub-Registrar as may be considered proper either by law or by practice or as deemed expedient by the Developer for the execution, stamping and/or registration of all writings/deeds/documents for registration of sale/lease/transfer/mortgage, for units forming part of Developer's Share as the case may be, of the areas/units/spaces in the Project in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove.

(xxi) To give formal/physical possession of the areas/units/spaces in the Said Land to the prospective allottee(s)/ transferee(s) for units forming part of Developer's Share only after offering possession of the units of Owner's Share to the owner pursuant to issuance of Occupation Certificate for the project by DTCP. It has been clarified here that the possession for fit-out alone can be offered to any lessee/ brand for fit-outs even before the grant of Occupation Certificate of the Project.

(xxii) If required, to take all necessary steps for the registration of a company, society, association, etc., of the owners and other occupants of areas/units/spaces in the Project, registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company/ society/ association and to obtain registration certificate.

(xxiii) To make payments of any fees/charges on behalf of the Owner for obtaining any Approval.

(xxiv) To evict the tenant/ unauthorized occupant/ trespasser on the Said Land, to initiate and file suits or any legal proceedings in court/ tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto in terms of Applicable Laws. However, the Developer shall be bound to give written intimation by registered post about institution of any suit/legal proceeding to the Owner and to supply legible copies of said proceedings to the Owner. The Developer shall not be entitled to compromise any litigation which directly or impliedly impacts the rights of the Owner in respect of Owner's Share or

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adversely affects the rights of the Owner in the Said Land. Nothing contained therein shall preclude the Developer from entering into a compromise in respect of units forming part of Developer's Share.

(xxv) To sign, verify and execute plaints, written statements, counter-claims, appeals, reviews, applications, affidavits, authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants of units forming part of Developer's Share) in any court of law or equity whether of original, appellate, testamentary or revisional jurisdiction or judicial authority established by lawful authority and to do all acts and appearances and applications in any such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the Developer shall be advised or thinks proper arising out of or in relation to the construction, development, sales and marketing of the Project. However, the Developer shall be bound to give written intimation by registered post about institution of any suit/legal proceeding to the Owner and to supply legible copies of said proceedings to the Owner.

(xxvi) To enjoy all rights, privileges and benefits to the Project and the units in the Project, including the right to generate, receive use and appropriate revenue generated out of the sale of the Units forming part of Developer's Share in accordance with the terms of this Agreement.

(xxvii) To undertake such other activities as may be required for the development of the Project and the Said Land.

ARTICLE 9
TERMINATION

9.1 The Owner and the Developer hereby agree that the Development Rights and entitlements of the Developer cannot be terminated or cancelled and are always irrevocable except as mentioned herein:

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a. In case the Developer is unable to achieve any of the milestones as mentioned hereinbelow:

(i) Milestone 1: Commence the construction of the Project within a period of six months from the date of grant of RERA registration of the Project in favour of the Developer, along with a grace period of two months.

(ii) Milestone 2: Completion of structure within a period of four years from the date of grant of RERA registration of the Project, along with a grace period of six months.

(iii) Milestone 3: Applying the Occupancy Certificate within a period of 66 months from the date of grant of RERA registration of the Project.

9.2 In case the Developer is unable to achieve any of the above milestones, and/or the Developer is declared Insolvent, the Promoters of the Owner and Developer shall jointly discuss and agree upon the future course of action. But, in case they do not come to an understanding within a period of six months thereafter, the Owner shall have the right to terminate this Agreement/accompanying General Power of Attorney. Further, immediately upon termination, the Parties shall invoke the Arbitration in terms of this Agreement and the possession of the Said Land shall remain with the Developer till the award of Arbitration.

ARTICLE 10

TAXES

10.1 All taxes, duties, cess, charges, fees etc. regardless of their nature which are liable to be incurred for the purpose of keeping the License subsisting till grant of completion certificate shall be incurred entirely by the Developer.

10.2 That the Property tax for the Said Land shall be borne in the following manner, (currently or retrospectively), which shall apply to the Parties or its prospective allottees, irrespective of the recipient of the demand note:

a) Till the date of registration of this Agreement, this tax shall be paid and borne by the Owner;

b) After the registration of this Agreement till the offer of possession, property tax shall be borne and paid by the Developer.

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c) After the offer of possession, Owner shall be liable to pay property tax qua unsold portion of Owner's Share, the Developer shall be liable to pay property tax qua unsold portion of Developer's Share and the remaining property tax of the sold/allotted units shall be payable by the allottees.

10.3 All other taxes and outgoings with respect to Said Land till registration of the present agreement (save and except External Development Charges shall be dealt with in accordance with Clause 4.5 above) shall be solely borne and paid by the Owner including any retrospective levies or taxes and thereafter the same shall be paid by Developer till the time of offer of possession is intimated to the Owner, thereafter the Owner shall be liable to pay taxes qua unsold portion of Owner's Share, the Developer shall be liable to pay the taxes qua unsold portion of Developer's Share and the tax(es) of the sold/allotted units shall be payable by the allottees.

10.4 The GST on the transfer of Development Rights shall be paid by Developer, and the Input Credit thereof shall also be availed by the Developer. In case the Developer is unable to utilize the entire input credit of development rights, then unutilized amount will be shared between the Parties in ratio of 65:35.

10.5 The GST on the allotment of units in favour of the Owner, shall be paid by the Owner and input credit thereof shall be availed by the Owner.

10.6 All labour cess, tax and duties, development fee and other costs and expenses in relation to the construction and development of the Project shall be borne and paid by the Developer.

10.7 Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

ARTICLE 11
BRANDING OF THE PROJECT

11.1 The Developer shall brand the Project in such name as deemed appropriate by it in its sole and absolute discretion.

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11.2 All customer-related documentation with respect to the Saleable Area shall be prepared / drafted by the Developer. The Developer shall be entitled to sign / execute / issue the same.

11.3 The Developer shall make the Owner a confirming party in all the agreements to be executed with the prospective allotee(s) till the execution and registration of the Sale Deed in favour of the Developer. The Owner's obligation in the agreements to be executed with the prospective allotee(s) shall be confined to the title of the Said Land which is in the absolute ownership of the Owner. Further, the Developer shall receive the consideration from the allottees of Developer's Share in its own name.

11.4 The Parties agree that it shall be specifically mentioned in the builder buyer agreements to be executed with the prospective allottee(s) of Developer's Share, that the Sale consideration of the unit has been paid to Developer only without any share of it to the Owner.

ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 The Developer hereby represents and warrants as follows:

(i) That Developer is capable of undertaking the construction, development, sales and marketing of the commercial Project over the Said Land.

(ii) The Developer has got the competence, capacity and capability as well as resources to undertake the conceptualization, promotion, construction and development of the commercial Project over the Said Land and has knowledge & experience to deliver the Project within the timelines.

(iii) The Developer is engaged in the business of construction and development of real estate projects including residential, industrial, commercial projects and townships throughout India.

(iv) The Developer is a company duly incorporated and conducting its business in accordance with the Indian laws and has full power and authority to enter upon in the present Agreement.

(v) That there are no legal impediments to the Developer to enter upon in the present Agreement and develop the above project.

(vi) The Developer is fully competent to sign, deliver and perform this Agreement without having recourse to any other person(s) and no consent, permission, sanction or approval of any third party is required for this purpose.

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(vii) The signature, delivery and performance of this Agreement does not violate any provisions of Applicable Laws, judicial order or judgment.

(viii) The Developer is not precluded or restricted by the terms of any contract, agreement or other instrument from entering into this Agreement and executing the documents and agreements provided for herein or the consummation of the transactions contemplated hereby.

(ix) That Developer is capable of selling/leasing units/area in the above commercial project.

(x) The Developer has not received any notice for any act, matter or thing, which constitutes a breach of any orders, regulations and bye-laws (statutory or otherwise) made by any Governmental Authorities, from time to time which result the Developer incapable to enter upon the present agreement nor are there any facts or circumstances, or any act done by it, which can reasonably be expected to result in any Governmental Authorities issuing a notice to it in relation to the above.

(xi) The Developer is not in default or aware of any circumstances that may result in it being in default, under any agreement, where a consequence of such default could negatively affect or impair its capability to develop as contemplated in this Agreement.

(xii) There are no wealth tax, sales tax or any other taxation proceedings either for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the responsibility of the Developer to develop the Project are in any way affected.

The representations made under this Agreement are factually correct and the Developer fully understands that the owner has entered into this Agreement relying upon these abovementioned representations.

12.2 The Owner hereby represents and warrants as follows:

(i) The Said Land is clear from all defects in title/ ownership. The Owner has the clear, unfettered, undisputed and marketable title of the Said Land.

(ii) The Said Land is free from all encroachments and presently there are no existing mortgage over the Said Land in favour of any person or entity.

(iii) The Owner has represented to the Developer that as of the Effective Date there are no subsisting collaboration or

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development agreements with respect to the Said Land and the Development Rights of the Said Land shall solely and exclusively belong to the Developer.

(iv) Said Land is not a subject matter of trust or HUF. No Minor has any interest or title in the Said Land.

(v) No receiver, trustee or manager has been appointed over the whole or any part of the Said Land.

(vi) The Owner is in peaceful possession and enjoyment of the Said Land and there are no tenants, occupants or squatters on the Said Land.

(vii) No other person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Said Land and the Owner is absolutely entitled to deal with the Said Land as it deems fit.

(viii) The Owner has not entered into any agreement(s) for sale, lease or alienation in any manner whatsoever for development or otherwise of the Said Land with any other person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Land in any manner howsoever.

(ix) The Said Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. Further, the Said Land is not subject to any attachment by the Income Tax Authorities or any other Government Authority or lender or creditor or other person, including any revenue authority.

(x) Said Land is presently not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Owner is not in receipt of any notice relating to any pending investigation or enquiry, nor has the Owner received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government Authority or regulatory body, in relation to the Said Land.

(xi) There are no pending Litigations, actions, suits, proceedings or investigations, to its knowledge threatened against the Said Land

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at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Owner to perform its obligations under this Agreement.

(xii) The Owner shall during the subsistence of this Agreement not: (i) deal with the Said Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Said Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Said Land (or any part thereof).

(xiii) There is no boundary dispute of the Owner with any person or any Governmental Authority with respect to any adjoining properties in relation to the Said Land.

(xiv) The Owner is fully competent to sign, deliver and perform this Agreement without having recourse to any other person(s) and no consent, permission, sanction or approval of any third party is required for this purpose.

(xv) That except for permission for change of developer required to be obtained from DTCP which shall be obtained by the Owner in terms of this Agreement, no consent or governmental approval is required on the part of Owner in connection with the execution, delivery and performance of this Agreement to which it is a party, the compliance by it with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.

(xvi) The signature, delivery and performance of this Agreement does not violate any provisions of Applicable Laws, judicial order or judgment.

(xvii) The Owner is not precluded or restricted by the terms of any contract, agreement or other instrument from entering into this Agreement and executing the documents and agreements provided for herein or the consummation of the transactions contemplated hereby.

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(xviii) There are no other roads, present or future, passing through the Said Land boundary.

(xix) The Owner has paid and there are presently no overdues of property taxes, municipal taxes or any other taxes other than EDC, in relation to the Said Land.

(xx) The Said Land is freehold and contiguous pieces of land having an independent access from the main government road.

(xxi) The Said Land will be capable of being developed as a commercial project as per applicable byelaws and Applicable Laws.

(xxii) There is presently no high tension or low-tension electrical lines passing through or over Said Land.

(xxiii) There is no landlocked land within the Said Land over which any third party has any rights, whether of ownership or otherwise.

(xxiv) There are no prohibitory, statutory or restrictive orders of any nature which would restrict the Developer from entering into this Agreement.

(xxv) There are no wealth tax, sales tax or any other taxation proceedings either for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the rights of the Owner to deal with the Said Land are in any way affected.

(xxvi) The Said Land or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any Governmental Authority or otherwise received by it, with respect to the Said Land nor are there any proceedings pending or initiated against the Owner under the provisions of Income Tax Act, 1961, the Public Demands Recovery Act; which may adversely affect the Said Land or performance under this Agreement. There are no parcels of land within the Said Land over which any Government or Government Authorities or any other local authorities have any rights.

(xxvii) No easement rights/right of way passing through the Said Land have been granted by the Owner or their predecessors in title in favour of any party.

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(xxviii) The Owner is not in default or aware of any circumstances that may result in it being in default, under any agreement, where a consequence of such default could negatively affect or impair its title to the Said Land or grant of Development Rights to the Developer as contemplated in this Agreement.

(xxix) The Owner is in compliance with all the provisions of the Applicable Law, and other statutory provisions in relation to the Said Land. The Owner has not received any notice for any act, matter or thing, which constitutes a breach of any orders, regulations and bye-laws (statutory or otherwise) made by any Governmental Authorities, from time to time, in respect of the Said Land; nor are there any facts or circumstances, or any act done by it, which can reasonably be expected to result in any Governmental Authorities issuing a notice to it in relation to the above.

(xxx) There are no legal impediments or restrictions for grant of Development Rights of the Said Land to the Developer in the manner contemplated hereby.

(xxxi) The Owner shall ensure that each of the representation contained in the preceding sub- clauses shall remain true, complete and effective throughout the development of the Said Land by the Developer in the manner contemplated in this Agreement.

(xxxii) No part of the Said Land is on a leasehold or license basis.

(xxxiii) No part of the Said Land belongs to or stands vested in the gram sabha, panchayat, besi land or any other person/government-semi government body.

(xxxiv) That if there be any claim, demand, tax, litigation of any kind against the Said Land in relation to the Erstwhile Project, then it is a condition of this Agreement that the Owner shall take all requisite steps to ensure that work of development shall not be stopped, prevented, obstructed or delayed in any manner and the Development Rights are not affected in any manner whatsoever; and Owner shall indemnify the Developer and shall keep the Developer harmless against any such claims.

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(xxxv) No part of the Said Land is forest land (either protected forest or reserved forest or private forest).

(xxxvi) There is no dispute in relation to Said Land and any dispute in future shall not affect the Development Rights transferred to the Developer hereunder or any other rights of the Developer under this Agreement in any manner whatsoever.

(xxxvii) The Owner, its predecessors in title have not granted in favour of any Person any easementry right/right of way passing through/going through the Said Land.

(xxxviii) There is no Government land within the Said Land and the Said Land was never and is not subject matter of any acquisition/reservation proceedings initiated by any Governmental Authorities.

(xxxix) All statutory dues (other than EDC Dues) and taxes or cess in relation the Said Land has been completely paid by the Owner to Governmental Authorities.

(xl) That there are no pending orders /disputes/proceedings or litigations with regard to income tax, GST and Value Added Tax against the Owner and/or the Said Land.

(xli) There are no nallahs, irrigation canals and/or sewage lines passing through the Said Land.

(xlii) That, without prejudice to other rights available with the Developer, in case any defect in title/ownership including any charge/claim/lien/mortgage on the Said Land and/ or Said License or any part thereof is discovered/ revealed at any stage, which stops/delays the development, sale, lease, license, marketing, etc. of the Project, then the Owner shall settle the same and get the defect rectified at its own costs and expenses within a period of one month (30 days) thereof. In case the Owner is unable to cure the defect within the aforesaid stipulated period, then in such an eventuality, the Developer shall settle the same at the cost and expenses of the Owner and the Owner shall pay the total cost and expenses incurred by the Developer in rectifying the said defect within a period of seven working days or the same shall be adjusted by the Developer from the area of Owner's Share under this Agreement.

The representations made under this Agreement are factually correct and the Owner fully understands that the Developer has entered into this Agreement relying upon these abovementioned representations.

12.3 The Owner and the Developer hereby represent and warrant to each other that:

(i) Each Party has full power, authority, legal right and capacity to enter into and perform their obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against them, in accordance with its respective terms.

(ii) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.

(iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective legal heirs, agents, Representatives, officers, employees or advisers.

(iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.

(v) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.

(vi) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties

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which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into this Agreement.

ARTICLE 13
INDEMNIFICATION

13.1 The Parties hereby agree to indemnify and hold harmless each other, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

(i) any failure on the part of either Party to discharge its liabilities and/or obligations under this Agreement; and/or

(ii) any willful act of omission or commission, breach, misrepresentation, misconduct or negligence by either Party, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

13.2 The Owner shall indemnify and hold harmless the Developer, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to,

(i) interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the defect in the title of the Owner to the Said Land.

(ii) Any litigations/claims in relation to the Said Land and/or the Erstwhile Project.

(iii) Any other charges, duties, levies outstanding and payable in relation to Said Land.

(iv) Any Litigations unrelated to the construction and development of the Project but which adversely affects the Development Rights of the Developer.

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(v) Any title risk or litigation arising or touching the title of the Said Land.

(vi) Any liability, claim or penalty that may arise out of the non-payment of/deficiency in stamp duty related to the title documents, including the Title Deeds, and/or other documents executed in relation to the title of the Said Land.

(vii) Any tax liability of the Owner whether pertaining to direct or indirect taxes which may have an impact on the title and/or possession of the Said Land.

(viii) Any breach of the terms of the Agreement and/or the Power of Attorney.

(ix) Any representation or warranty of the Owner being false or untrue.

13.3 That subject to the terms of this Agreement, if any claims arise resulting from any delay and/or failure, or otherwise occurred during the implementation of the Project which is attributable to the Developer, on the part of the Developer to abide by terms of license/ present Agreement or applicable provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder/ statutory provisions, the Developer shall indemnify and hold harmless the Owner, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements).

ARTICLE 14

DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

14.1 **Amicable Settlement**: In case of any dispute, controversy or claim arising out of, or in connection with the existence, validity, interpretation, performance of this Agreement ("**Dispute**"), the Parties shall attempt to first resolve such dispute or claim through amicable discussions.

14.2 **Arbitration**:

14.2.1 Any Dispute which is not resolved amicably shall be referred to and finally resolved by arbitration in accordance with the

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Arbitration and Conciliation Act, 1996 and rules and amendments thereto.

14.2.2 The arbitration shall be conducted by a sole arbitrator to be mutually appointed by the Parties. In case the Parties fail to appoint the sole arbitrator mutually, the arbitrator shall be appointed in accordance with Law.

14.2.3 The language of the arbitration shall be English. The venue and seat of the arbitration shall be Gurugram.

14.2.4 The Parties irrevocably agree to be bound by the tribunal's findings, including findings as per law.

14.3 **Governing Law & Jurisdiction**: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Gurugram, Haryana.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 **No Partnership:** The Parties have entered into this Agreement on principal-to-principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

15.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

15.3 **Costs, Stamp Duty & Registration:** The Parties shall get this Agreement and Power of Attorney registered. The cost of registration and stamp duty payable thereon shall be borne and paid by the Developer.

15.4 **Notice:** All notices and other writings to be filed, delivered or served upon the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the Parties shall be addressed as follows:

To Owner:

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Attn	:	Mr. Sunil Rawat
Address	:	B-76, First Floor, Defence Colony, New Delhi- 110024
Email	:	amb@ambgroup.in

To Developer:

Attn	:	Mr. Sohan Singh
Address	:	AIPL Business Club, 5th Floor, Golf Course Extension Road, Medawas, Sector-62, Gurugram, Haryana-122002
Email	:	secretarial@aipl.com

15.5 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

15.6 **Force Majeure:** Notwithstanding anything contained in this Agreement, the time limits provided in this Agreement for the Developer shall not apply in case of Force Majeure Events i.e., events which are beyond the control of the Developer and the said time limits shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, pandemic or due to lockdown imposed by the Government and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, pandemic and epidemic; (d) the promulgation of or any amendment in any law or policy of the Government Authority or any order passed by judicial / statutory authority which prevents the construction and development to proceed as agreed in this Agreement; (e) any defect in the title of the Said Land; or (f) any other event or circumstance analogous to the foregoing. The Developer shall be bound to intimate the Owner in writing with respect to above Force Majeure event prior to claiming such extension.

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15.7 **Assignment:** The Developer shall be entitled to assign its rights under this Agreement to any of its subsidiaries, with prior intimation to the Owner but without any additional risk, responsibility and obligation of the Owner in this regard. However, the Owner shall not be entitled to assign its rights under this Agreement to any person/entity under any circumstances.

15.8 **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

15.9 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral.

15.10 **Amendment:** No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless it is in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by the Owner:
AMB INFRABUILD PRIVATE LIMITED
For AMB INFRABUILD PVT. LTD.
Authorised Signatory
Name: Mr. Sunil Rawat
Designation: Authorised Signatory

Signed and delivered by the Developer:
ADVANCE INDIA PROJECTS LIMITED
For Advance India Projects Limited
Authorised Signatory
Name: Mr. Sohan Singh
Designation: Authorised Signatory

AMB INFRABUILD PRIVATE LIMITED
AUTHORISED SIGNATORY

WITNESSES:

For Advance India Projects Limited
Authorised Signatory

1.

2.

For AMB INFRABUILD PVT. LTD.

Authorised Signatory

For Advance India Projects Limited

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ANNEXURE 'A'

DETAILS OF THE SAID LAND

Land bearing Rect. No. 62, Killa Nos. 19 (8-0), 21/2 (1-12), 22 (8-0), 23 (7-15), Rect No. 67 Killa Nos. 1/2 (4-0), 2 (8-0), 3/1 (4-4), 9 (8-0), 10 (8-0), 11 (8-0), 12/1 (3-2), 13/1/1 (1-19), 20/2/1 (5-6), Rect. No. 68, Killa Nos. 15/2 (2-0) and 16/1/1 (2-4), measuring 80 Kanals 2 Marlas, and land bearing Rect. No. 67, Killa Nos. 8/2 (3-8), measuring 3 Kanals 8 Marlas total land measuring 83 Kanals and 10 Marlas situated in revenue estate of Hayatpur, Tehsil and District- Gurgaon.

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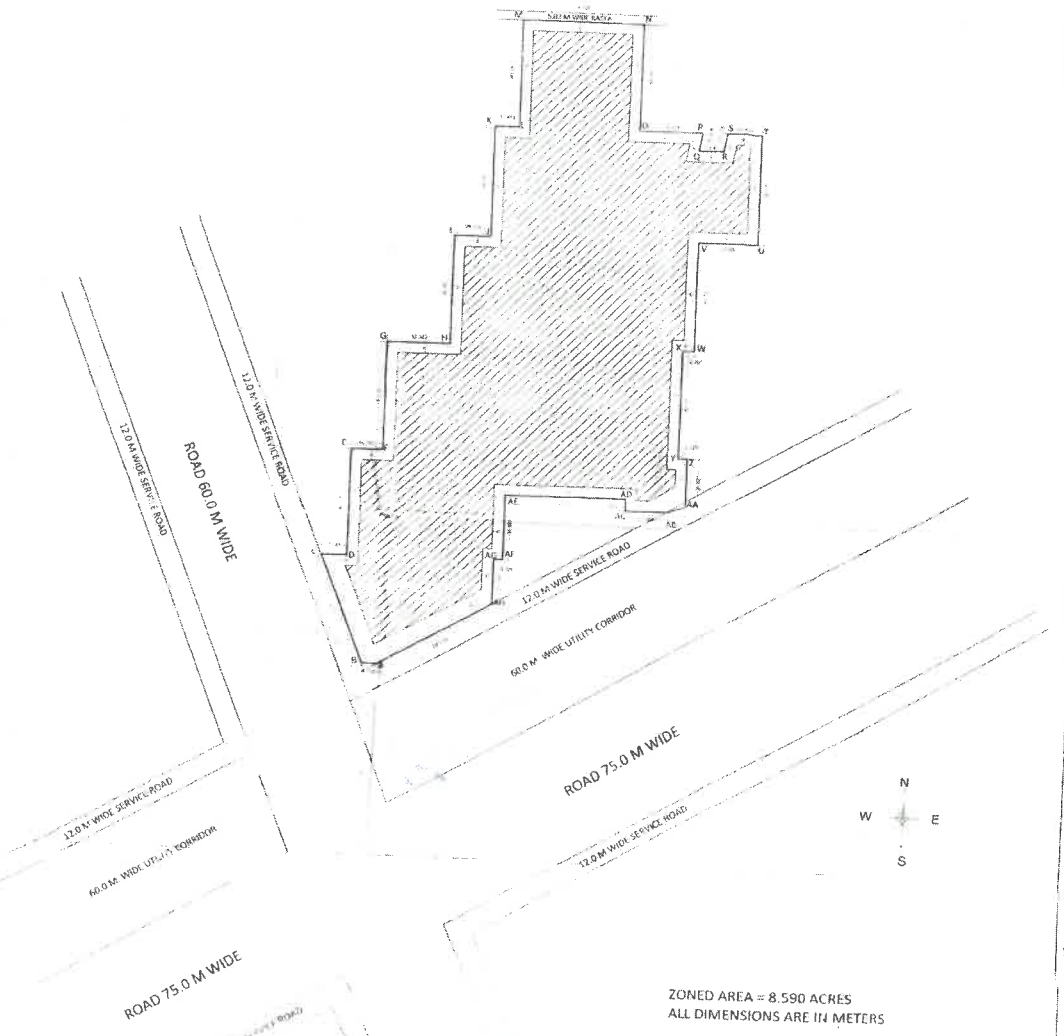
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ANNEXURE-B

ZONING PLAN OF COMMERCIAL COLONY MEASURING 10.4375 ACRES (LICENCE NO ____ OF 2013 DATED _____) IN SECTOR-88, GURGAON MANESAR URBAN COMPLEX BEING DEVELOPED BY AMB INFRABUILD PVT. LTD.

FOR THE PURPOSE OF RULE 38(dii) AND 48 (2) OF THE PUNJAB SCHEDULED ROADS AND CONTROLLED AREAS RESTRICTION OF UNREGULATED DEVELOPME RULES, 1965.



ZONED AREA = 8.590 ACRES
ALL DIMENSIONS ARE IN METERS

1. SHAPE & SIZE OF SITE :-
The Shape and size of site [illegible] accordance with the demarcation plan verified by STP, Gurgaon vide Memo No. 727 Dated 15.06.2013 shown as A to Z and AA to AE on the zoning plan.

2. LAND USE :-
The type of commercial [illegible] premises are in the [illegible] conform to the provisions of the Commercial zone as provided in Annexure 'E' to the Development Plan of the [illegible] time to time, as applicable.

3. TYPE OF BUILDING PERMITTED AND LAND USE ZONES :-
The site shall be developed and buildings constructed thereon as indicated in and explained in the table below:

Notation	Land use zone	Type of Building permitted/permissible structures.
[illegible]	Open Space Zone	Open parking lots approach roads, roadside furniture, parks and play grounds, landscaping features, under ground services etc.
[illegible]	Building zone	Building as per permissible land use in clause above and uses permissible in the open space zone.

4. SITE COVERAGE AND FAR :-
a) The building or buildings shall be constructed only within the portion of the site marked as Building zone as explained above and no where else.
b) The proportion up to which [illegible] can be covered with building or buildings in the ground floor and subsequent floors shall not exceed 40% on the area of 10.4375 acres.
c) Maximum permissible FAR shall be 175 on the area of 10.4375 acres.

5. HEIGHT OF BUILDING :-
The height of the building block subject of course to the provisions of the site coverage and FAR, shall be governed by the following.
a) The maximum height of the buildings shall not be more than as allowed by National Airport Authority and shall not exceed 1.5 times (the width of the roads abutting to the site) plus the front open space.
b) If a building abuts on two or more streets of different widths, the building shall be deemed to face upon the street that has the greater width and the height of the buildings shall be regulated by the width of that street and may be continued to that width for a depth of 24M, along the narrow street.
c) Building/structures which rise to 30 meters or more in height shall be constructed if no objection certificate has been obtained from the National Airport Authority.
d) All building block(s) shall be constructed so as to maintain an inter se distance not less the set back required for each building according to the table below:

S.No.	Height of building (in meters)	Set back (in meters) to be left around the block (in meters)
1.	12	3
2.	15	4
3.	18	5
4.	21	6
5.	24	7
6.	27	8
7.	30	9
8.	33	10
9.	36	11
10.	39	12
11.	42	13
12.	45	14
	45 & above	

e) To ensure fire safety and structural stability of the building of more than 60 meter in height, the developers shall submit the structural drawings duly vetted from reputed institute like IIT Delhi, IIT Roorkee, PEC Chandigarh or NIT Kurukshetra etc. Fire Fighting Scheme shall be got approved from the Director, Urban Local Bodies, Haryana or any person authorized by the Director, Urban Local Bodies, Haryana. These approvals shall be obtained prior to start of the construction work at site.
f) If such interior or exterior open space is intended to be used for the benefit of more than one building belonging to the same owner, then the width of such open air space shall be the one specified for the tallest building as specified above.

6. APPROACH TO SITE :-
The vehicular approach to the site and parking lots shall be planned and provided giving due consideration to the junctions of and the junctions with the surrounding roads to the satisfaction of the DG,TCP, Haryana.

7. BASEMENT :-
Four level basements within the building zone of the site are allowed further with the ground floor in [illegible] setback [illegible] allowed. The basement area in addition to parking shall be used for [illegible] generator room, underground fire fighting pumps, water reservoir, electric sub-station, air conditioning plants and toilets/utilities. It shall satisfy the public health requirements and for such other purposes. Area under stilts [illegible] parking/basement shall not be counted towards FAR. Basement shall not be used for storage/commercial purposes but will be used only for parking and ancillary services of the main building and it is further stipulated that no other partitions of basement will be permissible for uses other than mentioned above.

8. PARKING :-
a) [illegible] parking spaces [illegible] of the Schedule [illegible] provided for vehicles of users and occupants, within the [illegible] all the circumstances.

c. The parking spaces for commercial building shall not be less than 1ECS for 50 sqm. of covered area floors. The area for parking per car shall be as under:
(i) Basement = 55 sq. mtrs.
(ii) Stilts = 36 sq. mtrs.
(iii) Open = 25 sq. mtrs.
d) The covered parking in the basement as in the form of multi level parking above ground level shall counted towards FAR. However, in case of multi level parking above the ground level, the floor separate parking building block shall be counted towards ground coverage. In case of mechanical pa parking in the basement floor/ upper stories, the floor to ceiling height of the basement / upper floor maximum of 4.5 mtr. other than the mechanical parking the floor to ceiling height in stilt/ floor shall more than 2.4 mtr. below the hanging beam.
e. Not more than 25% of the parking space with in the shopping/commercial complex shall be allotted allotment shall be made only to the persons to whom shop/commercial space have been allotted. No space shall be allotted, leased out, sold or transferred in any manner to any third party.

9. WIDTH/ SLOPE OF RAMP :-
The clear width of the ramp leading to the basement floor shall be minimum 4 mtrs. with an adequat not steeper than 1:10. The entry and exit shall be separate, preferably at opposite ends.

10. PLANNING NORMS :-
The building/buildings to be constructed shall be planned and designed to the norms and standa approved by DG,TCP, Haryana.

11. PROVISIONS OF PUBLIC HEALTH FACILITIES
The W.C. and urinals provided in the buildings shall conform to the National [illegible] and rules framed there under.

12. SUB DIVISIONS OF SITE :-
No sub division of the Commercial Colony shall be permitted.

13. WIDTH OF COVERED PUBLIC CORRIDOR :-
A covered public corridor should have a minimum clear width of 8'- 0". However, in case of ot subsequent floor, the width of the corridor would be governed by Rule 82 of the Rules, 1965.

14. EXTERNAL FINISHES :-
a) The external wall finishes, so far as possible shall be in natural or permanent type of materials like stone, concrete terracotta, grits, marble chips, glass, metals or any other finish which may be allowe DG,TCP Haryana.
b) The water storage tanks and plumbing works shall not be visible on any face of the building and suitable encased.
c) All sign boards and names shall be written on the spaces provided on buildings as per approved build specifically for this purpose and at no other places whatsoever.

15. APPROVAL OF BUILDING PLANS :-
The building plans of the buildings to be constructed at site shall have to be got approved from the Haryana (under section 8(2) of the Act No. 41 of 1963), before taking up the construction.

16. BUILDING BYE-LAWS :-
The construction of the building/buildings shall be governed by the building rules provided in part Punjab Scheduled Roads Controlled Areas Restriction of Unregulated Development Rules, 1965 and No. 4963 1987 regarding provisions for Physically Handicapped Persons. The owner shall also ta provision of Section 46 of "The Persons With Disabilities (Equal Opportunities, Protection of Rights Participation) Act, 1995" which includes construction of ramps in public buildings, adoption of toilets chair user, Braille symbols and auditory signals in elevators or lifts and other relevant measures for s primary health centres and other medical care and rehabilitation units. On the points where such silent and stipulate no condition or norm, the model building bye-law issued by the GI, and as given le shall be followed as may be approved by DG,T.P. Haryana.

17. FIRE SAFETY MEASURES :-
a) The owner will ensure the provision of proper fire safety measures in the multi storeyed conforming to the provisions of Rules 1965/ NBC and the same should be got certified from the au authority.
b) Electric Sub Station/generator room if provided should be on solid ground near DG/LT. Control pan the panel on ground floor or in upper basement and it should be located at outer building, should be got approved from the competent authority.

18. SOLAR WATER HEATING SYSTEM :-
The provision of solar water heating system shall be as per norms specified by HAREDA and shall operational in each building block (where hot water is required), before applying for an occupation

19. RAIN WATER HARVESTING SYSTEM
The rain water harvesting system shall be provided as per Central Ground Water Authority norms/ Govt. notification as applicable.

21 The colony [illegible] shall use only Compact Fluorescent Lamp fittings for internal lighting as well lighting.

22 The colonizer shall convey the ultimate power load requirement of your power utility to enable the [illegible] to [illegible] for transformer/sub-station as per [illegible] by your utility in your project site at the time of approval of [illegible]

DRG. NO. DC(TCP) [illegible] DATED [illegible]

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ANNEXURE 'C'

SCHEDULE FOR PAYMENT

In consideration of the Owner providing and making available to the Developer the Said Land and granting the exclusive and irrevocable Development Rights of the Said Land, to the Developer with right to sell, transfer, lease, sub-lease/license and convey the Units forming part of Developer's Share comprised in Saleable Area together with right to sell, lease, sub-lease/license or convey, proportionate undivided right, share, interest and title in the Said Land to the prospective purchasers and receive consideration therefrom in its own name and account, the Developer has agreed to pay an interest free non-refundable security deposit of Rs. 59,00,00,000/- (Rupees Fifty-Nine Crores only) (hereinafter referred to as **"NRSD"**) to the Owner in the following manner which the Owner hereby duly admits and acknowledges:

(i) The Developer has paid an amount of Rs 24,00,00,000/- (Rupees Twenty Four Crores only) to the Owner at the time of execution of this Agreement, vide

(a) 64,00,000/- (Rupees Sixty Four Lakhs only) vide RTGS dated 02.08.2023

(b) 5,00,00,000 (Rupees Five Crore only) vide RTGS dated 26.09.2023

(c) 95,00,000/- (Rupees Ninety-Five Lakhs) vide Cheque No. 010375 dated 28.09.2023 drawn on HDFC Bank and

(d) 17,17,00,000/- (Rupees Seventeen Crores and Seventeen Lakhs only) vide Cheque dated 29.09.2023, bearing No. 010380, drawn on HDFC bank,

(e) a sum of Rs. 24,00,000/- (Rupees Twenty-Four Lakhs) has been deducted as TDS,

which the Owner hereby duly admits and acknowledges.

(ii) The Developer shall pay a sum of Rs. 10,00,00,000/- (Rupees Ten Crores only) on or before 25.10.2023.

(iii) The Developer shall pay a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) within six months from the grant of RERA in favour of the Developer.

(iv) The Developer shall pay a sum of Rs. 20,00,00,000/- (Rupees Twenty Crores only) within twelve months from the grant of RERA in favour of the Developer. The payment of NRSD shall be paid by the Developer after deduction of withholding taxes at applicable rates as per provisions of the Income Tax Act, 1961.

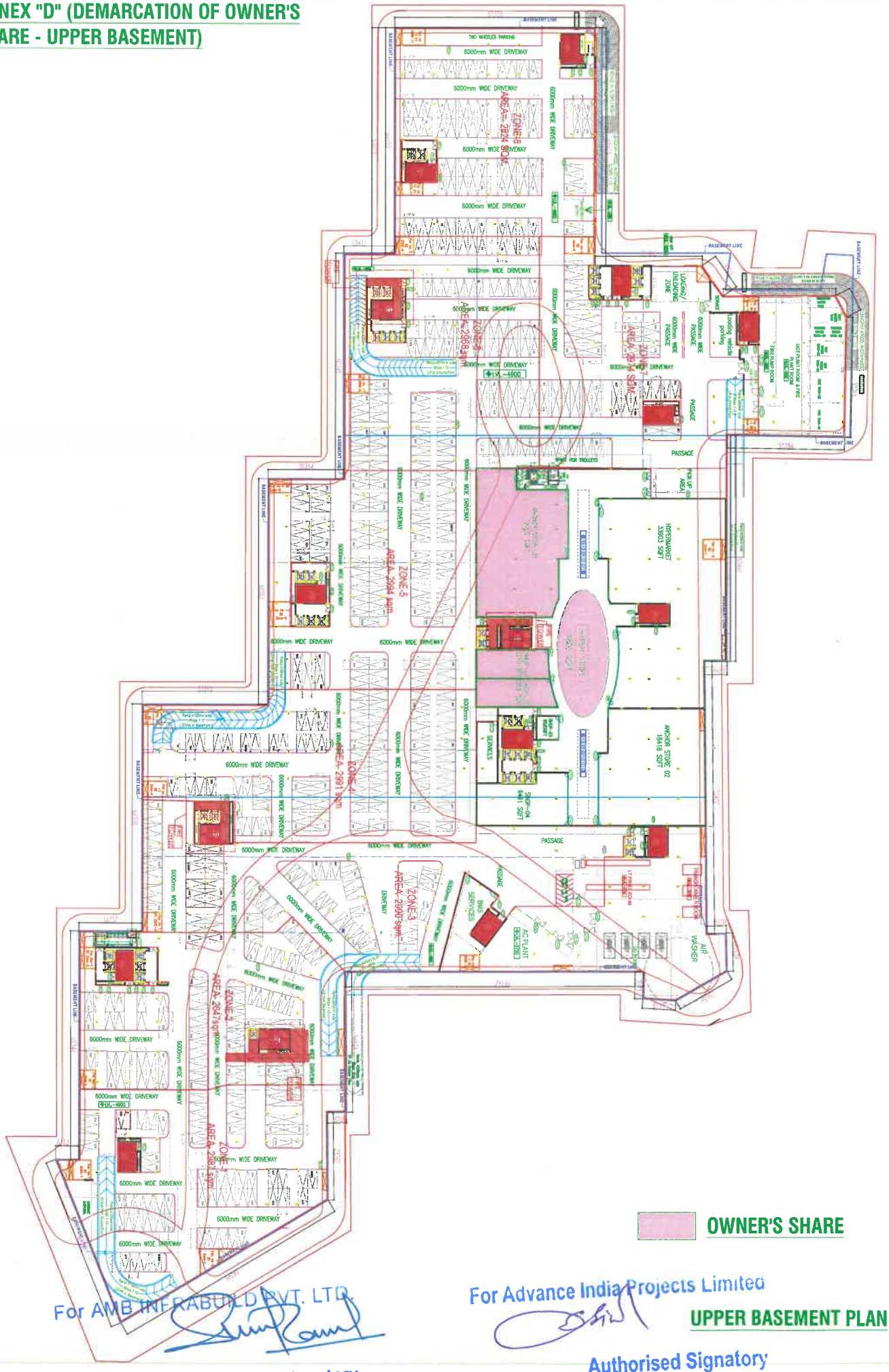
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ANNEX "D" (DEMARCATION OF OWNER'S SHARE - UPPER BASEMENT)



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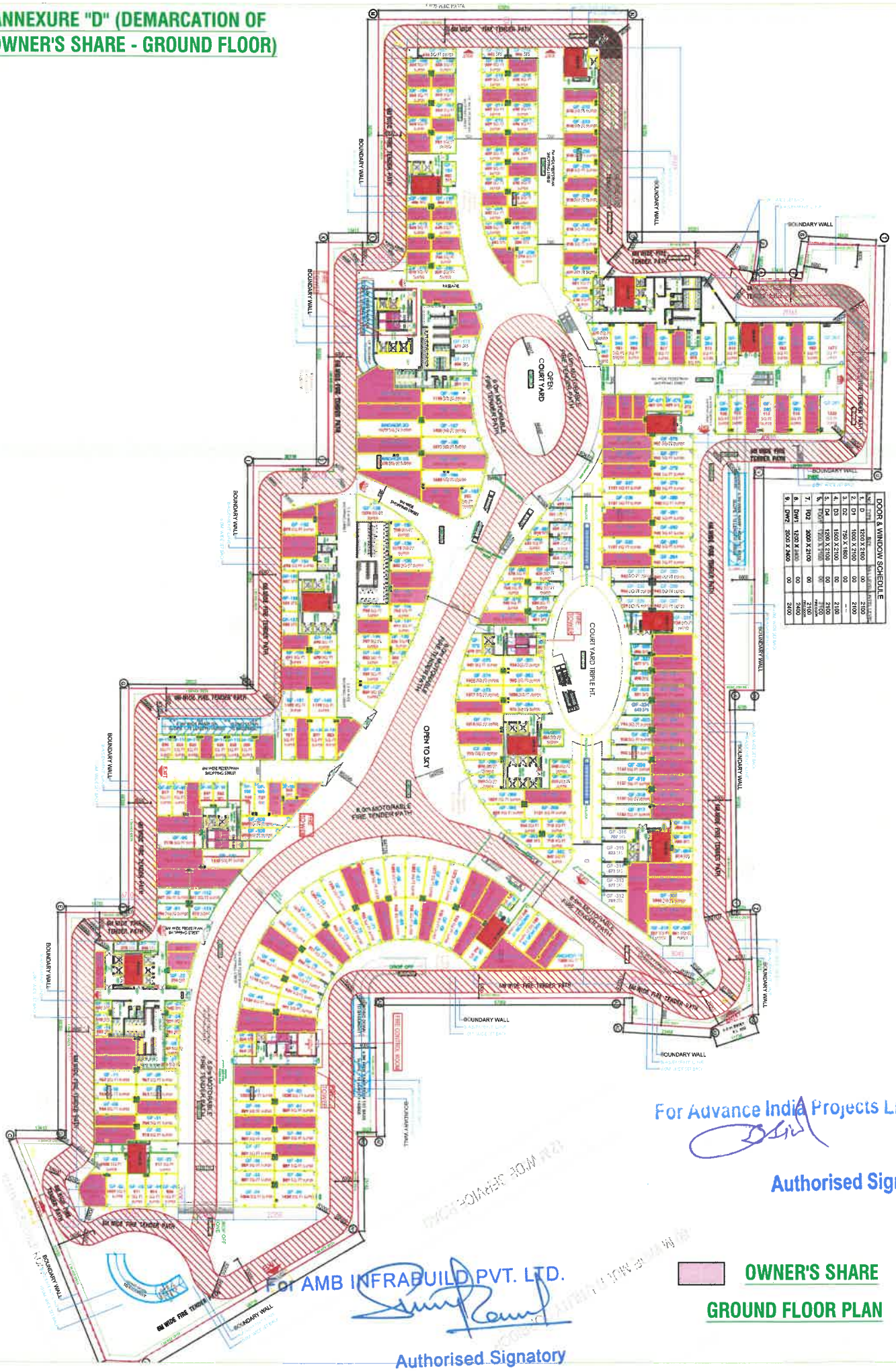
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UPPER BASEMENT PLAN

ANNEXURE "D" (DEMARCATION OF OWNER'S SHARE - GROUND FLOOR)



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OWNER'S SHARE

GROUND FLOOR PLAN

ANNEXURE "D" (DEMARCATION OF OWNER'S SHARE - FIRST FLOOR)



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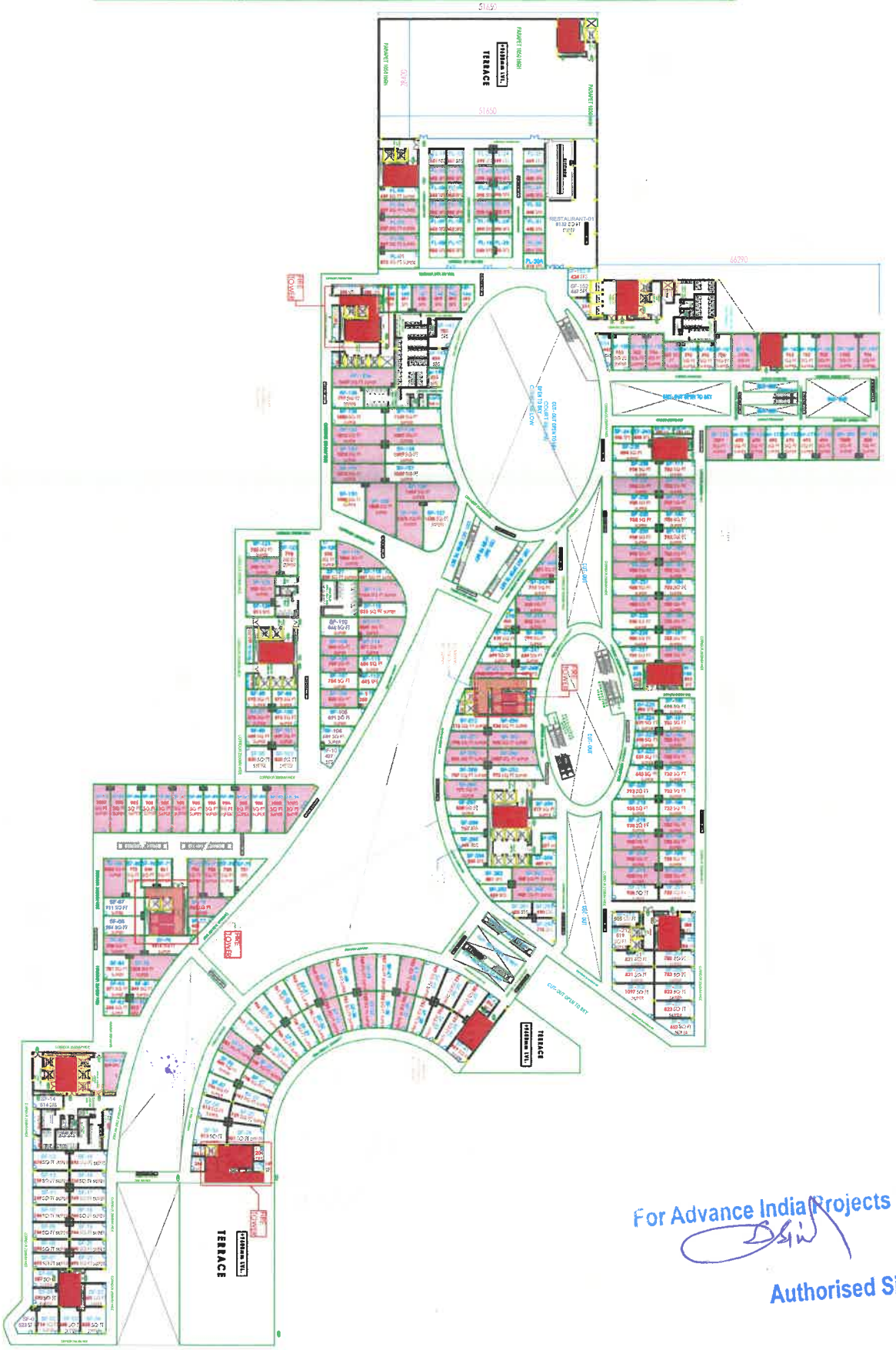
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OWNER'S SHARE

FIRST FLOOR PLAN

ANNEXURE "D" (DEMARCATION OF OWNER'S SHARE - SECOND FLOOR)



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OWNER'S SHARE

SECOND FLOOR PLAN

ANNEXURE 'E'
FORMAT OF GENERAL POWER OF ATTORNEY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE, AMB INFRABUILD PRIVATE LIMITED, (CIN U70101DL2007PTC164844 and PAN AAGCA4601A), a company existing under the provisions of the Companies Act, 1956 and having its registered office at B-76, First Floor, Defence Colony, New Delhi- 110024, acting through its authorized signatory Mr. Sunil Rawat, duly authorized by way of board resolution dated 09.08.23 (hereinafter referred to as the "**EXECUTANT**", which expression shall mean and include its administrators, successors and permitted assigns).

WHEREAS:

A. The EXECUTANT is the absolute and lawful owner and in physical possession of land admeasuring 10.4375 acres, situated at revenue estate of Village Hayatpur, Sector- 88, Sub-Tehsil Harsaru, District Gurugram, Haryana ("**Said Land**). The description of the Said Land is more specifically detailed under **Annexure A** hereto.

B. Pursuant to the collaboration agreement dated 29.09.2023 ("**Collaboration Agreement**"), executed between the EXECUTANT and **ADVANCE INDIA PROJECTS LIMITED** (CIN: U45209HR1997PLC080240 and PAN: AACCA9859J) a company, duly incorporated under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013, having its registered Office at AIPL Business Club, 5th Floor, Golf Course Extension Road, Sector-62, Gurugram, Haryana-122101 (hereinafter referred to as "**Developer**"), the EXECUTANT has transferred the entire Development Rights in relation to the Said Land, in favour of the Developer and the Developer is undertaking the development, construction, sale and marketing of a commercial project and/or any other nature of development as may be decided by the Developer ("**Project**") over the Said Land. Capitalized terms used herein but not defined shall have the meaning assigned to such terms in the Collaboration Agreement.

C. In terms of the Collaboration Agreement, it has been agreed that the EXECUTANT shall execute an irrevocable and unconditional general power of attorney, in favour of **ADVANCE INDIA PROJECTS LIMITED** acting through Mr. Sohan Singh and/or Mr. Manjeet Singh Sethi

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and/or any person nominated by the Developer to undertake the construction and development of the Project and to execute the agreement to sell/sale deed/ conveyance deed/lease deed/sub-lease deed and/or transfer deed in respect of Units in the Project and to carry out registration of the agreement to sell/sale deed/ conveyance deed/lease deed/sub-lease deed and/or transfer deed before the appropriate Sub Registrar and to do all acts, deeds, actions, matters and things, as and when required, and to exercise all powers and authorities as may be necessary or expedient, from time to time, for the purposes of execution of the agreement to sell/sale deed/ conveyance deed/lease deed/sub-lease deed and/or transfer deed for sale/convey/transfer/lease/sub lease of its rights, title and interest in the Units in the Project, along with proportionate rights in the Said Land, in favour of the Developer or its nominees and for undertaking such tasks as specified in this general power of attorney.

D. The Board of Directors of the EXECUTANT through their resolution dated 04.09.2023 have duly resolved that the EXECUTANT shall give to the Developer acting through its nominated persons Mr. Sohan Singh and/or Mr. Manjeet Singh Sethi and/or any person nominated by Developer, the powers and authorities set forth hereunder.

NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE, THE EXECUTANT do hereby irrevocably and unconditionally nominate, constitute and appoint Advance India Projects Limited acting through its nominated persons Mr. Sohan Singh and/or Mr. Manjeet Singh Sethi and/or any person nominated/ authorised by Advance India Projects Limited, **ADVANCE INDIA PROJECTS LIMITED** (CIN: U45209HR1997PLC080240 and PAN: AACCA9859J) a company, duly incorporated under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013, having its registered Office at AIPL Business Club, 5th Floor, Golf Course Extension Road, Sector-62, Gurugram, Haryana-122101 (hereinafter collectively referred to as the "**ATTORNEY**") as our true and lawful general power of attorney holder to do, jointly or severally, the following acts, deeds and things in our name and on our behalf in respect of the following:

1. To enter upon the Said Land, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project on the Said Land.

2. To undertake development of the Project either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.

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3. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under applicable laws, rules, regulations, license, orders, notifications, for and in respect of the development of the Project proposed to be developed on the Said Land, and in particular the following, viz.:

   a. to apply for, submit and follow up the application for obtaining Approvals in pursuance thereof for development of the Project;

   b. to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Attorney may desire;

   c. to apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any like certificates or permissions that may be required by the applicable law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);

   d. to appear and represent the Owner before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project on the Said Land;

   e. generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project; and

   f. to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executant, as required from time to time in connection therewith.

4. To enter upon the Said Land, take possession of the Said Land, survey the same, prepare layout and plans, drawings etc. and to sign and apply and follow up with all the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities, the matters relating to grant of Approvals (including without limitation approvals, LoI, development license, sanctions, consents, building plans, and

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registrations) under Applicable Laws for and in respect of the Project and the Said Land or any part thereof which forms an integral part of the Project, to obtain sanctions and approvals of modifications to the sanctioned plans, building plans, zoning plans, occupation certificates, completion certificates, if permitted under Applicable Law(s) for the Project or any part thereof, as required under Applicable Laws, rules, regulations, orders, notifications from time to time;

5. To take all actions for the implementation and development of the Project;

6. To create charge on the Developer's Share to obtain funding and to create charge and such Encumbrances on the Developer's Share for the purposes of obtaining financing from banks, financial institutions or any other third party, without creating any charge over the Said Land and the Owner's Share. The Developer may apply and get the loan sanctioned strictly in accordance with terms of Collaboration Agreement. Further, the Developer shall be solely liable for the repayment obligation of the loan amount including interest, penalty etc. (if any), without any liability of the Owner in any manner whatsoever.

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

8. By itself or through third party contractors, to dig, build, erect, develop, launch, market, sell, construct and complete the buildings, structures for the Project comprising of commercial / retail / residential/ entertainment and/or mixed land use development (as per the Applicable Laws) for which the Approvals are granted by the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities, as allowed and/or may be allowed under Applicable Laws and to submit all undertakings, agreements, affidavits, declarations, applications, instruments, letters, bonds, for and on behalf of the Executant, as required from time to time in connection therewith;

9. To do all necessary acts, deeds and things towards development, implementation and construction of the Project, the completion of the development of the Project including, without limitation, appointing architects, engineers, workmen, Contractors, agents, consultants, advisers and other personnel, obtaining necessary Approvals including, without limitation, approvals for the modification of the sanctioned plan, the commencement certificate, clearances, permissions, approvals, consents and no-objection certificates for the Project, wherever applicable;

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10. To deposit any fee or any other amounts which may have to be paid to any concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities for the sanction of the layout and architectural plans, granting all permissions and consents for execution of the Project;

11. To prepare, consolidate, sign, furnish and file all relevant data(s), applications, undertakings, affidavits, bonds, applications, deeds and documents, in the prescribed format for grant of all Approvals (including without limitation approvals, permissions, clearances, sanctions, consents, and registrations) from the concerned authorities for development of the Project;

12. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities and departments of the relevant government wherein applications, deeds, documents, letters, undertakings, declarations and instruments or any other document as may be required to be filed in connection with the Collaboration Agreement in relation to the development of Project;

13. To apply for and obtain such certificates and other permissions and clearances, including, certificates and/ or permissions from the concerned Urban Land Ceiling Authorities, if applicable, Land Conversion Authorities and other authorities as may be required for sanction of the layout and architectural plans and execution of the Project;

14. To sign, execute, modify, cancel, alter, draw, approve all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the sanction of the plans and execution of the Project;

15. To apply for and obtain water, drainage, sewerage, electricity, telephone and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities and for that purpose, to sign all papers and documents and/ or representations as may be thought necessary by the Attorney and to pay all charges in connection therewith. To pay prescribed government fee and/or charges for obtaining any sanctions, approvals, consents, permissions, water and/or electricity connections, to

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the concerned governmental department/authority;

16. To apply for and obtain environmental clearance and all other consents and approvals as may be required in connection with the development on the Said Land;

17. To apply for and obtain any license, renewals of license, Approvals, sanctions, consents and registrations and to apply for and obtain transfer of any Approvals, sanctions, consents, and in this regard to make various applications, execute undertakings, affidavits and such other deeds, documents and writings as may be required by the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities, including without limitation, water board, electricity board, pollution control board and other statutory authorities under Applicable Laws;

18. To develop the Project and to take necessary steps in this regard to encumber, exploit, ~~of~~ the Developer's Share/Development Rights, including securing its rights under the Collaboration Agreement, lease, license, sell or otherwise deal with the buildings/units thereon in any manner as it may deem fit in its absolute discretion;

19. To handle and undertake all dealings and transactions with customers / Purchaser(s) / allottees / lessees / licensees etc. pertaining to marketing, selling, handover and allotment / allocation / lease / licensing etc. of all / any of the Units/ spaces in the Project or any part thereof, including negotiating the prices, issuing allotment letters, formulating and deciding the marketing and sales strategy/policy, setting up customer care centres, site offices for dealing with customers / Purchaser(s) / allottees / lessees / licensees etc.;

20. To receive and pay and/ or deposit all moneys, including court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof in relation to Project;

21. To make and file for insurance claims and other compensations, in respect of the Project or any part thereof, at its own cost;

22. To sign and move applications and other documents for obtaining mutation of land, rectification of existing records recording extent of land in the local land records maintained by all concerned authority(ies) including but not limited to revenue, tehsil, Ziledar, Patwari, Assessor & Collector, DTCP, Haryana and the like, concerned Governmental

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Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities / semi-Governmental authority or any department thereof in relation to the Project;

23. To appear in person to represent before the officers of all concerned local authority(ies), Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities / semi-Governmental authority or any department thereof, and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Attorney for the purpose of development, implementation and construction of the Project;

24. To file any suit, proceedings, papers etc. and to any legal action or proceedings in relation to the Project and/or the Said Land and for the purpose engage any lawyer/solicitor, senior counsel, finalize and execute the plaint verification, interim application, affidavits, rejoinders, replies and/or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/legal proceedings and to settle the suit/legal proceeding subject to such terms and conditions as may be thought fit and proper with respect to the Said Land and to represent the Executant before any forum / court in this regard;

25. To collect booking amounts, earnest money, sale proceeds, advances, lease rentals, license fee, hire charges, deposits etc. with respect to the Project and to give a valid and effective discharge in relation to the receipt of the sums received pursuant hereto;

26. To collect fixture charges, maintenance charges and/or any other payments to be received from the customer / allottees / occupants of the developed Units in the Project and to give a valid and effective discharge in relation to the receipt of the sums received pursuant hereto;

27. To appear before the concerned authorities for registration and/or stamping and/or mutation for any and all developments in the Project at its own costs and expenses, and to do various acts, deeds, matters, things and to sign and deliver all writings, applications, forms, affidavits, declarations and other documents in relation to the Project and to get the Said Land transferred in its favour;

28. To appear before the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities and/ or officers and also all other state, executive, judicial or quasi-judicial,

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municipal and other authorities, including the Registering Authority, Sub-Registrar of Assurances, stamping authorities, notary public for all matters connected with the Project;

29. To appear before notary publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other officer or officers or other Governmental Authority in connection with the registration of the aforesaid documents and enforcement of all powers and authorities as contained herein and execute documents, get the documents registered, at its own cost and expense;

30. To pay all outgoings, including municipal tax, rent, revenue and other charges whatsoever, payable for and on account of the Said Land and receive refunds and other moneys, including, compensation of any nature, including, those for requisition and/ or acquisition and to grant valid receipts and/or discharges therefore;

31. To give undertakings, assurances and indemnities, as be required for the purposes aforesaid;

32. To appear and represent the Owner before all the concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities and/ or officers, make commitments and give undertakings as be required for all or any of the purposes herein contained;

33. To warn off and prohibit, and if necessary, proceed against in due form of law, against all or any trespassers on the Said Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise and to abate all nuisance;

34. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any suit or arbitration proceeding and demands touching any of the matters aforesaid or any other matters relating to the Project or any part thereof, and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceeding as aforesaid, before any court, civil, criminal or revenue, small causes court, including the High Court of Punjab & Haryana and the Supreme Court of India;

35. To depose in any court of law or before any Governmental Authority on behalf of and in the name of the Executant, in any matter concerning the Project;

36. For the purposes aforesaid, to appoint advocates / pleaders / representatives / nominees and sign and execute and verify vakalatnamas, special power of Attorney, warrant of attorney or any other document authorizing such advocates/pleaders/representatives to act and to terminate such authority and to pay fees of such advocates / pleaders / representatives. Further, to sign and verify plaints, written statements, affidavits, petitions, before any court of law, including the High Court and Supreme Court, in any case concerning the Project, either to defend or to institute on behalf of the Executant;

37. To sign and submit all papers, applications and documents for having the amalgamation, separation and mutation, if necessary, effected in all public records and with all concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities and/ or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and/ or persons, in respect of the Said Land and if necessary, to deal with such Governmental Authority, to have such separation and mutation effected;

38. To appear before the concerned concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities and/ or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authoritiesand also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the Project and connections of utilities and sanctioning/ modifications of the layout and architectural plans and other matters relating to the Said Land;

39. To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of all the powers vested hereinabove, and as may be necessary to be done for and on behalf of and/or by the Executant in relation to the Collaboration Agreement or any other acts, deeds and things that may be required for full exploitation of the rights as granted under the Collaboration Agreement and/or for implementation of the Collaboration Agreement and/or the transaction contemplated therein, including but not limited to registration of the Collaboration Agreement at its own costs and expenses;

40. To generally do any such acts, deeds and things as may be necessary or required to be undertaken in respect of the construction and development of Project, as the Attorney may, in its sole discretion, deems appropriate;

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41. To further delegate through Board Resolution of the Attorney, any or all of the powers as mentioned above for or on behalf of Executant, to one or more persons and to revoke such delegation of authority at the discretion of the Attorney;

42. To sell, transfer, convey, assign the Units/Saleable Area forming part of the Developer's Share or any part thereof to any third party/entity and to receive the consideration amount in the name of the Developer and appropriate the same in any manner that the Attorney may deems fit and proper and to appear before and deal with the Registrar and/or any appropriate authority in this regard.

43. To sell, transfer, convey, assign the Units/Saleable Area forming part of the Owner's Share or any part thereof upon receipt of written intimation by the Owner, to any third party/entity and to appear before and deal with the Registrar and/or any appropriate authority in this regard. The consideration amount for the Owner's Share shall be received by the Owner only.

44. To execute Unit Buyer Agreement including but not limited to undertaking endorsement of Unit Buyer Agreement, Agreement to Sell, Sale Deed, Conveyance Deeds, Sub Lease deeds, Lease Deeds, Transfer Deeds, any collaboration agreement, development agreement, general power of attorney, or any other ancillary documents required for assignment, sale, transfer and conveyance of the units forming part of the Project and/or any part thereof in favour of the prospective buyers/purchasers.

45. To appear before any government authorities, including Sub-Registrar Office/Registrar of Assurances, for the execution, stamping and registration of all the writings/ deeds/documents (on behalf of the Executant) including but not limited to Unit Buyer Agreement, Agreement to Sell in relation to Units of the Project, Sale Deeds, Conveyance Deeds, Lease Deeds, Transfer Deeds, Sub Lease Deeds any collaboration agreement, development agreement, general power of attorney, special power of attorney or any other ancillary documents required for assignment, sale, convey, lease/license and transfer of the Units forming part of the Project and/or any part thereof in favour of the prospective buyers/purchasers;

46. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the Units in the Project and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license,

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conveyance and transfer deeds/ agreements for sale, of the Units in the Project in favour of prospective allottee(s)/ transferees, as the Attorney may deem fit.

47. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the Units of the Project, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid in the name of the Developer and appropriate the same and also to receive and collect or demand the rent/ license fee, in case of lease/ license, and maintenance charges from the occupants in the name of the Developer and to sign and execute and/or give proper and lawful discharge for the receipts thereof.

48. To handover the possession of Units of the Project and/or any part thereof to the prospective buyers/purchasers.

49. To do all other acts, deeds and things incidental and in connection with execution and registration of the Unit Buyer Agreement in relation to the Units, ATS, Sale Deed, Conveyance Deed, Lease Deeds, Transfer Deeds, Sub Lease Deeds, general power of attorney, special power of attorney or any other ancillary documents required for the assignment, sale, convey and transfer of units of the Project or any part thereof.

50. To sign and execute requisite documents, application, affidavits, undertakings, representations before HRERA for the Project and to represent the Executant before HRERA, in this regard and to make necessary statements and representation for such purposes.

51. To deal and coordinate with HRERA in relation to the Project on behalf of the Executant, and/or to undertake any correspondences, exchanges, dealings, transactions, communications or discussions, in relation to or in connection with the Project and/or the Units in the Project and/or to do such other acts, deeds, matters and things which are necessary and expedient for the purposes mentioned herein.

52. To apply for and obtain registration of the Project under HRERA including modification of RERA Registration and to execute necessary applications, documents, undertakings, affidavits, indemnities on behalf of the Executant (wherever required) and to represent the Executant (wherever required) before HRERA in this regard.

53. To submit necessary documents and returns with HRERA and to represent the Executant (wherever required) before HRERA in this

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regard.

54. To further delegate any or all of the powers as mentioned above for or on behalf of Executant, to one or more persons and to revoke such delegation of authority at the discretion of the Attorney; and

55. The Executant hereby ratifies and confirms and agrees to ratify and confirm all that the Attorney does or causes to be done by virtue of this Agreement.

AND, generally to do any and/or all such other acts, deeds, matters and things which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect to the construction and development of the Project, sale of units comprised in the Project and execution stamping and registration of the agreement to sell/sale deed/conveyance deed/lease deed/sub lease deed and/or transfer deed of Project (or part thereof).

This General Power of Attorney has been executed and is being Registered by the EXECUTANT in favour of the Attorney indicated hereinabove so as to enable the Developer to smoothly undertake the Development Rights in terms of Collaboration Agreement dated 29.09.23. The Project is to be implemented by the Developer strictly in accordance with terms and conditions incorporated in Collaboration Agreement dated 29.09.2023. Therefore, the Attorney shall proceed to exercise all powers conferred in this General Power of Attorney strictly in accordance with terms and conditions incorporated in Collaboration Agreement dated 29.09.2023.

The Attorney shall not be entitled to execute any document or to do any act, deed or thing by virtue of this General Power of Attorney which directly or impliedly infringes or violates any provision of law.

The EXECUTANT shall not be bound by any act, deed or thing done by the Attorney which is in violation of or beyond the scope of covenants incorporated in the Collaboration Agreement dated 29.09.2023 and/or is in infringement of provisions of law. The General Power of Attorney shall remain valid and subsisting and shall retain its irrevocable character during the subsistence/currency of Collaboration Agreement dated 29.09.2023.

AND, the EXECUTANT do hereby agree to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed matters and things done by the EXECUTANT personally as if present and shall be binding on the EXECUTANT.

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AND, the EXECUTANT does hereby agree and confirm that this Power of Attorney is granted for consideration, the receipt and sufficiency of which the EXECUTANT does hereby acknowledge, and as such shall to this intent and purpose be governed by the provisions of Section 202 of the Indian Contract Act, 1882 and is irrevocable.

IN WITNESS WHEREOF, the EXECUTANT through its duly authorised representative has set forth their hands to this writing on this 29th day of September, 2023.

Signed, Sealed and Delivered
For and on behalf of the EXECUTANT
AMB INFRABUILD PRIVATE LIMITED

For AMB Infrabuild Private Limited

Authorised Signatory

Through Mr. Sunil Rawat
Authorized Signatory

Accepted by Advance India Projects Limited
Through Authorised Signatory
Sohan Singh

For Advance India Projects Limited

Authorised Signatory

Accepted by: Sohan Singh
Authorised Signatory

Accepted by: Manjeet Singh Sethi
Authorised Signatory

WITNESSES:

1.

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