

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 11/01/2025

Certificate No. G0K2025A998



Stamp Duty Paid : ₹ 5250960
(Rs. Only)

GRN No. 126449324



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Babbler Projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club golf course extrn

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 96*****61



Buyer / Second Party Detail

Name : Aipl bharat Infrastructure Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club golf course extrn

City/Village: Gurugram

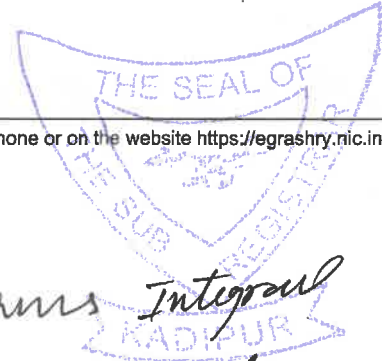
District : Gurugram

State : Haryana

Phone : 90*****96

Purpose : Collaboration Agreement

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



*This stamp paper forms Integral
part of Collaboration Agreement*

For Babbler Projects Private Limited

[Signature]
Authorised Signatory

For AIPL BHARAT INFRASTRUCTURE PRIVATE LIMITED

[Signature]
Authorised Signatory

प्रलेख न:14555

दिनांक:17-01-2025

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर दौलताबाद

धन संबंधी विवरण

राशि 262548000 रुपये

स्टाम्प ड्यूटी की राशि 5250960 रुपये

स्टाम्प नं : G0K2025A998

स्टाम्प की राशि 5250960 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:126450273

पेस्टिंग शुल्क 0 रुपये

Drafted By: JP SHARMA ADV

Service Charge:0

यह प्रलेख आज दिनांक 17-01-2025 दिन शुक्रवार समय 1:55:00 PM बजे श्री/श्रीमती /कुमारी
बब्लर प्रोजेक्ट्स प्रा० लि० रजि० आफिस AIPL business club 5th floor sector-62, Gurugram thru NASEEM
AHMADOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

For Babblers Projects Private Limited

Authorised Signatory

हस्ताक्षर प्रस्तुतकर्ता

बब्लर प्रोजेक्ट्स प्रा० लि० रजि० आफिस AIPL business club 5th floor sector-62, Gurugram

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी AIPL BHARAT INFRASTRUCTURE PVT LTD thru MANISH DAHIYAOTHER
हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NITISH KUMAR पिता . निवासी GGM व
श्री/श्रीमती /कुमारी PREM RANJAN KUMAR पिता .

निवासी GGM ने की ।

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



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/01/2025

Certificate No. GOP2025A5566



Stamp Duty Paid : ₹ 1754600
(Rs. Only)

GRN No. 126795211



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Babler Projects Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club golf course extrn

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 85*****46



Buyer / Second Party Detail

Name : Aipl Bharat infrastructure Private limited

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club golf course extrn

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 85*****46

Purpose : COLLABORATION AGREEMENT

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

*This Stamp Paper forms
integral part of Collaboration
Agreement*

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For AIPL BHARAT INFRASTRUCTURE PRIVATE LIMITED


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Reg. No.

Reg. Year

Book No.

14555

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru NASEEM AHMADOTHER बबबलर रोजेक्टस प्रा० लि० रजि० आफिस AIPL
business club 5th floor sector-62, Gurugram

दावेदार :- thru MANISH DAHIYAOTHERAIPL BHARAT INFRASTRUCTURE PVT
LTD

गवाह 1 :- NITISH KUMAR

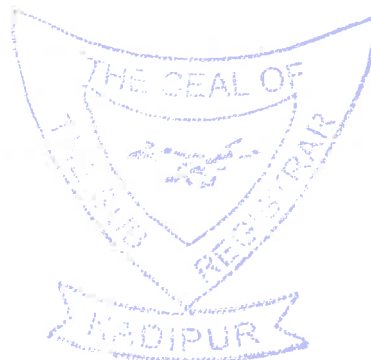
गवाह 2 :- PREM RANJAN KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख दस्तावेज नं 14555 आज दिनांक 17-01-2025 को बही नं 1 जिल्द नं 303 के पृष्ठ नं 59.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2665 के पृष्ठ संख्या 5 से 8 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-01-2025

उप/सयुंक्त पंजीयन अधिकारी कादीपुर



COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT (“Agreement”) is executed at **Gurugram, Haryana** on this 31st day of December 2024 (“Execution Date”):

BETWEEN

Babbler Projects Private Limited (CIN: U45400HR2008PTC080248), a company incorporated under the laws of India, having its registered office at AIPL Business Club, Fifth Floor Golf Course Extension Road, Sector-62, Gurugram - 122101, having Pan No.AADCB3526G, acting through its Authorized Signatory Mr. Naseem Ahmad (Aadhar No.2280 4076 1641) son of Late Shri Bundu Ali resident of H-16/73, Third Floor, Gali No.16, Sangam Vihar, New Delhi-110080, duly authorized vide Board Resolution dated 13th December 2024 (hereinafter referred to as the “**OWNER**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **FIRST PART**;

AND

AIPL Bharat Infrastructure Private Limited (CIN: U68100HR2024PTC124408), a company incorporated under the laws of India, having its registered office at AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector-62, Gurugram – 122101, having Pan No.ABBCA2609L, acting through its Authorized Signatory Sh. Manish Dahiya (Aadhar No. 8289 1743 8214) son of Sh. Rajender Singh Dahiya resident of H.No.3, Ward No. 26, Near Amar Enclave, New Mission Colony, Sonipat, Haryana, 131001, duly authorized vide Board Resolution dated 16th December 2024 (hereinafter referred to as the “**DEVELOPER**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives, nominees and permitted assigns) of the **SECOND PART**.

The OWNER and the DEVELOPER may hereinafter collectively refer to as the “**Parties**” and individually referred to as the “**Party**”.

WHEREAS:

- A. The OWNER is the sole, absolute and lawful owner and in peaceful physical possession of **agricultural land admeasuring 2.21 acres, situated in village Daultabad, Tehsil Kadipur, District Gurugram, Sector 103, Haryana** (hereinafter referred to as the “**Project Land**”), as more particularly described in the **Annexure-A** hereto. The OWNER got the

For Babbler Projects Private Limited


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ownership of the Project Land by virtue of Sale Deed dated 30-Aug-2024, bearing registration No. 7476, duly registered in the office of Sub- Registrar Kadipur, on 30-Aug-2024.

- B. The DEVELOPER is engaged in the business of development of real estate projects in India.
- C. The OWNER represents that the Project Land is free from any charges, lien, encumbrances, litigations, notifications, etc. and the OWNER has perfect and legal title to the Project Land and is fully entitled in law to deal with the same.
- D. The OWNER has approached the DEVELOPER for development of a Group Housing Project in the sector where the Project Land is located with commercial components /any other real estate project (as the case may be) (“Project”) on collaboration basis. The DEVELOPER is also keen to undertake the conceptualization, promotion, construction and development of the Project over the Project Land.
- E. The DEVELOPER, after negotiations at various meetings and based on the representations and warranties of the OWNER arrived at an understanding for development of the said Project on the Project Land on the terms and conditions as set out hereunder.
- F. The Parties are executing the present Agreement to record the detailed terms and conditions agreed between them for development of the Project on the Project Land 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:

1. That the subject matter of this Agreement between the OWNER and the DEVELOPER is the Project Land and utilizing the same for construction and development of the Project by the DEVELOPER.
2. That the DEVELOPER undertakes to develop the said Project, at its own costs and expenses, and with its own resources after procuring / obtaining all the requisite licenses, permissions, sanctions and approvals from the competent authorities/government authorities. The OWNER agrees and undertakes, in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the Project Land and to irrevocably vest in it all the authority of the OWNER as may be necessary at the discretion of the DEVELOPER for obtaining the requisite license, permissions, sanctions and approvals for development, construction and completion of the proposed Project on the Project Land. All expenses involved in obtaining licenses, clearances, permissions or sanctions from the

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concerned authorities as well as raising the construction thereon for the Project shall be incurred and paid by the DEVELOPER.

3. The “**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 of the Execution Date or at any time thereafter including but not limited to Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules, 2017 (collectively referred to as “**RERA**”).
4. That the approved building plans of the Project (“**Building Plan**”) shall be obtained by the DEVELOPER in accordance with conformity with the zonal plan and the rules and bye-laws of the Director, Town and Country Planning, Haryana (“**DTCP**”), and/or any other competent authority as may be prescribed /applicable pertaining to the Project Land.
5. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Project and get them approved / sanctioned from the competent authority(ies). The DEVELOPER shall apply to DTCP /Urban Bodies Department and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the construction and development of the Project on the Project Land in accordance with applicable zonal plans.
6. The Parties agree that all documents, material and statements provided by the OWNER at the time of execution of this Agreement as well as at the time of due diligence have been considered as a material representation made by the OWNER to the DEVELOPER based on which the DEVELOPER has decided to acquire the development rights of the Project and to invest in and participate in the development of the Project on the Project Land. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the OWNER shall rectify and remove such defects at its own cost and expenses. In addition, the OWNER shall indemnify the DEVELOPER against all losses incurred by them due to any such defect in the title of the Project Land.
7. That the entire amount required for the cost of construction of the said Project including the charges and fees of the architect(s), preparation of plans, all other statutory fees and charges incidentals including External Development Charges, Internal Development Charges, security fees, license fees, conversion charges, electricity and water, security charges, any type of

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renewal charges, payable to the government and/or any other authority for the provision of peripheral or external services to the Project Land including any fire-fighting equipment / arrangements, as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER. The DEVELOPER shall have the sole discretion to decide the specifications of the Project.

8. That this Agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the Project on the Project Land in accordance with the terms of this Agreement or dispose of the whole Project or any parts thereof with proportionate share in the Project Land underneath the said Project and also the right to use the common areas and common facilities. The OWNER shall grant an irrevocable registered general power of attorney (“GPA”) to the DEVELOPER for obtaining permission for change of land use, procuring license, for getting site plan sanctioned and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and development on the Project Land, including obtaining the registration of the Project under RERA, to sell and transfer the Saleable Area and to create mortgage on the Project Land. The General Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this Agreement and to sell/transfer/lease/let out the constructed/unconstructed and/or developed/undeveloped portions of the Project. The GPA shall also authorize the DEVELOPER to exercise all its rights under this Agreement.
9. The original title deeds of the Project Land including the Sale Deeds and Jamabandis shall be deposited with the DEVELOPER simultaneously with execution of this Agreement.
10. The scope of development of the Project Land includes planning, designing, construction and development of residential/commercial flats/units on the Project Land with all incidental and related facilities and amenities solely at the cost of the DEVELOPER.
11. The DEVELOPER shall obtain all the approvals including but not limited to LoI and License for the Project at its own cost and expense. The OWNER shall, however, co-operate and execute and forthwith sign relevant documents in the course of obtaining such approvals, as may be required by the OWNER.
12. The Developer shall obtain registration of the Project under RERA and if required the Owner shall be register itself as a co-promoter for the Project.
13. That in case any amount / fees deposited by the DEVELOPER with the government authority or any other authority in terms of this Agreement, is refunded to OWNER, the same shall be returned to the DEVELOPER within 15 (fifteen) days of the receipt of the same and in the event of any delay beyond this period, the OWNER shall pay an interest @ 18% per annum on the amounts so received to the DEVELOPER.

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14. That the OWNER has handed over actual physical and vacant possession of the Project Land to the DEVELOPER at the spot for promotion, development and construction of the Project and hereby grant to the DEVELOPER and its representatives an irrevocable right to enter into the Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to (i) the construction and development of the Project; and (ii) marketing, lease and sale of the Project. The OWNER acknowledges that, based on the assurances, representation and warranties granted by the OWNER under this Agreement, the DEVELOPER shall incur substantial expenditure for the construction and development on the Project Land and the OWNER shall not rescind or cancel the rights so granted to the DEVELOPER under any circumstances. The OWNER hereby confirms and agrees that this Agreement shall be irrevocable at all times.
15. The DEVELOPER shall start the development work after grant of requisite license permission/ sanctions/ approvals and shall complete the development of the Project within 72 (seventy-two) months from the date of receipt of RERA registration certificate of the Project from the Haryana Real Estate Regulatory Authority (“**HRERA**”), subject to a grace period of 6 (six) months or within such further time and on such terms and condition as may be mutually decided by the Parties (hereinafter referred to as (“**Project Completion Date**”). If the non-completion of the Project is the result of any force majeure event, the DEVELOPER shall be entitled to extension of time for completing the said Project. The DEVELOPER may develop the Project in multiple phases.
16. The OWNER shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction and development of the Project by the DEVELOPER in any manner. The OWNER shall not create any hindrance or obstruction in marketing, booking, allotment, sale or leasing of the Saleable Area/units/flats/shops in the Project. The DEVELOPER shall exclusively be entitled in its sole discretion to book, allot, sale/ lease of the units /Saleable Area forming part of the Project, and to enter into agreement to sell/ lease with prospective purchasers for transfer of the same together with proportionate, undivided right, share, interest and title in the Project Land. The OWNER shall always be deemed to have confirmed every agreement to sell executed by the Developer pursuant to this Agreement, for transfer of undivided proportionate right, share, interest and title in the Project Land.
17. That, towards the contribution of the Project Land by the OWNER for execution of the Project and granting the development rights to the DEVELOPER for development of the Project Land and the DEVELOPER bearing the costs, expenses and responsibility of execution of the Project including discharge of the respective obligations by the Parties under this Agreement, the OWNER shall be entitled to receive 15% of the Distributable Revenue of the Project (“**Owner’s Share**”). The balance Distributable Revenue of the Project shall belong solely to the Developer (“**Developer’s Share**”). And, also the Developer has agreed to pay an

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interest free refundable security deposit of Rs.50,00,000/- (Rupees Fifty Lakh Only) (hereinafter referred to as “RSD”) to the Owner in the manner as prescribed in **Schedule 1** which the Owner hereby duly admits and acknowledges. The payment of RSD shall be paid by the Developer after deduction of withholding taxes at applicable rates as per provisions of the Income Tax Act, 1961.

“**Distributable Revenue**” shall mean all monies, cash flows, receipts and receivables by whatever name called, generated from the purchasers, pursuant to an allotment in their favour or sale or transfer/assignment or lease of the Saleable Area in the Project to such end purchasers and shall include (but not be limited to) sale consideration, and facility service charges and/ or any advance thereof (inclusive of all common areas and facilities), car parking spaces, preferential location charges and all other proceeds realized from the customers or purchasers including cancellation charges or damages, interest on delayed payment of installments, transfer fee or assignment charges collected from the customers or purchasers of the Saleable Area of the Project. However, the term ‘Distributable Revenue’ shall exclude the following:

- (i) goods and service tax, value added tax and other applicable indirect taxes recovered from the customers in relation to the Project;
- (ii) revenues, charges, cesses and levies which are of an onward nature payable to a governmental authority, or any other charges which are pass through in nature including amounts payable to the maintenance agency or apartment owners association;
- (iii) maintenance/management charges and other recurring and utility which are in the nature of onward payment to the amenities management agency for the maintenance of the common areas and facilities including but not limited to maintenance security deposits or any other refundable deposits, taxes, administrative charges, stamp duty and registration fee;
and
- (iv) other fees and charges which are in the nature of onward payment to amenities management agency or any other third party.

“**Saleable Area**” shall mean and include in relation to the Project, area constructed and developed, including but not limited to the units, residential development, commercial component, built-up area of in the Project.

18. The RSD shall always remain interest free and shall be refunded to the Developer within 30 (thirty) days of the Project Completion Date.
19. The payment of the Owner’s Share shall be subject to deduction of tax at source. Any GST/indirect tax applicable on the Owner’s Share shall be borne by the Owner.

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20. Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961. Any indirect taxes, charges, impositions, levies, duties etc. and other government levied tax, including but not limited to GST that are imposed and / or becomes applicable and/or become payable on transfer of development rights herein in favour of the Developer shall be paid and borne by the Owner.
21. That all the sale proceeds, revenue, etc. generated from the marketing, sale, lease, license of the Project shall be deposited in the bank accounts of the Project, as per the provisions of RERA. The said bank accounts of the Project shall be solely operated by the DEVELOPER.
22. If the floor area ratio (FAR) of the Project is increased under the rules and regulations of DTCP/Haryana Government, additional expenses for raising construction against increased FAR shall be borne by the DEVELOPER. The DEVELOPER shall also be entitled to appropriate entire revenue generated from the additional area constructed against increased FAR, with complete exclusion of the OWNER. The cost of sanction of the increased FAR and development thereof shall be incurred and borne by the DEVELOPER.
23. That the DEVELOPER shall be at liberty to obtain booking in the Project or to accept any money from general public after obtaining RERA Registration of the Project. The Parties have further agreed that DEVELOPER shall be entitled to sell/transfer/lease or let out the Saleable Area of the Project in the Project, to such customers/purchasers as it may deem fit, provided that it shall not make any transfer contrary to the rules prescribed by DTCP or RERA.
24. That all the levies, amounts, liabilities, charges, rates, cesses and taxes due and payable in respect of the Project Land up to the date of this Agreement, whether prospectively or retrospectively, shall be the exclusive liability of the OWNER and thereafter all such taxes and charges shall be borne and paid by the Developer.
25. That the OWNER covenants with the DEVELOPER that it shall apply and provide all documentary evidence and support as may be required to be submitted to DTCP and /or such other authority concerned with the matter, and further the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
26. The OWNER shall keep title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto. The OWNER further undertakes and assures that they and/or any other person(s) claiming under them shall not, in any way, transfer, encumber, mortgage or part with its rights, titles or

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interests in the Project Land or create any sort of lien or charge or encumbrance on the Project Land (save and except as requested by the DEVELOPER) or create any hindrance or obstruction in the development of the Project, under any circumstances.

27. The OWNER hereby gives its express consent to the DEVELOPER to borrow or raise any loan or funds from Banks/financial institutions or a third party against the security/charge/mortgage of the Project Land, Developer's Share and/or the development rights herein granted to the Developer. However, the cost for raising the said finance shall be borne by the DEVELOPER. The loan to be taken by the DEVELOPER shall be utilized for general corporate purposes, including development of the said Project by the DEVELOPER. The OWNER shall also provide its guarantee and pledge of shareholding to avails such funding. For the said purpose, the OWNER agrees and undertakes to sign or register any document and provide no objection certificate or Title Deeds as may be required by the DEVELOPER for creating a mortgage, equitable or otherwise.
28. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER.
29. It has been agreed between the Parties that the Developer has the absolute discretion to join the Project Land with its own land and/ or any other adjoining land parcel to get the required licenses/ approvals for the Project and/ or to better the layout plan. The Developer ensures and undertakes that the Owner's Distributable Revenue in the Project remains intact, and the Developer shall abide by the terms and conditions as mentioned under this Agreement.
30. The Developer shall be responsible for compliance of all terms and conditions of License/provisions of Act No. 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP Haryana, whichever is earlier.
31. That the present Collaboration Agreement shall be irrevocable and no condition of the same can be revoked or altered without the prior permission of the Director, Town and Country Planning, Haryana and/ or RERA Authority, Panchkula.
32. The Developer shall complete the New Project within the stipulated time period as per the applicable laws.

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33. There must not be any timeline clauses wrt project completion.
34. The OWNER and the DEVELOPER hereby agree that the aforesaid rights and entitlements of the DEVELOPER cannot be terminated or cancelled.
35. That the common areas of the said Project shall be maintained by the DEVELOPER or a professional maintenance company appointed by the DEVELOPER. The necessary maintenance charges shall be paid by the owners/occupants of the Project.
36. The Project shall be named and branded by the DEVELOPER at its sole discretion.
37. The OWNERS hereby represents and warrants as follows:
- a) The OWNER is the sole, lawful and absolute owner and in vacant, peaceful and physical possession of the Project Land, with all rights appurtenant thereto.
 - b) The Project Land is clear from all defects in title/ ownership. The OWNER has the clear and marketable title of the Project Land.
 - c) The Project Land is free from all encroachments and encumbrances whatsoever.
 - d) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and/or the OWNER.
 - e) The OWNER is in peaceful possession and enjoyment of the Project Land and there are no tenants, occupants or squatters on the Project Land.
 - f) There is no action or inaction which could render the transactions contemplated by this Agreement as void/ unenforceable or untenable under law.
 - g) No other person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Project Land and the OWNER is absolutely entitled to deal with the Project Land as it deems fit.
 - h) The OWNER has not entered into any agreement(s) for sale, lease or alienation in any manner whatsoever or any other arrangement(s) for development or otherwise of the Project Land with any other person(s), nor has the Owner issued any power(s) of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Project Land in any manner howsoever.

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- i) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. Further, the Project Land is not subject to any attachment by any government authority or lender or creditor or other person, including any revenue authority.
- j) The Project Land is 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 investigation or enquiry, nor has it 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 Project Land.
- k) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the OWNER 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.
- l) OWNER has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- m) The OWNER shall not: (i) deal with the Project 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 Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).

38. 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 its 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 it, in accordance with its respective terms.
- ii. 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.

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- iii. This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- iv. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
39. The OWNER agrees and undertakes to 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, 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 Project Land or any breach of the provisions / representations of this Agreement by the OWNER or any misrepresentation by the OWNER.
40. That this Agreement is not and shall not however be deemed or construed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
41. That the Parties hereto have agreed and undertaken to perform their part of the Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
42. That this Agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
43. **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
44. **Force Majeure:** The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party 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, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic, pandemic; (d) the promulgation of or any amendment in any law or policy of the government authority which prevents the construction and development to proceed as agreed in this

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Agreement; (e) any defect in the title of the Project Land; or (f) any other event or circumstance analogous to the foregoing.

45. This Agreement shall be irrevocable and shall not be terminated by either of the Party.
46. That this Agreement overrides and supersedes all prior discussions and correspondence between the Parties and contains the entire agreement between them save except to the extent mentioned herein. No changes, modifications or alterations to this agreement shall be carried out without the written consent of the Parties thereto.
47. That in pursuance of the due performance of the obligations and the covenants herein contained, this Agreement shall not be revoked or cancelled and shall be binding on both the Parties and their successors, administrators, liquidators and assigns.
48. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
49. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
50. If the Parties fails to resolve any dispute or claim mutually and amicably, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, the Parties shall mutually appoint a sole arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be Gurugram, Haryana. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this clause.
51. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have exclusive jurisdiction in all matters arising out of touching and/or concerning this transaction.
52. This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

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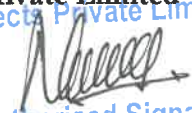

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53. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the DEVELOPER.
54. That this Agreement has been prepared in duplicate with original signatures' of both the Parties and attesting witnesses and one set has been kept by each party in original.
55. This Agreement is irrevocable and no modification/alteration etc. in the terms and conditions of this Agreement can be undertaken except after obtaining prior approval of DTCP, Haryana.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first mentioned above.

WITNESSES *Auth*
 1. *Nitish Kumar*
496 Dendri village
New Delhi

2. *Pran*
Pran Ranjan K.
Chatterpur, Delhi

FOR OWNER
Babbler Projects Private Limited
For Babbler Projects Private Limited

Authorized Signatory
Authorized Signatory

FOR DEVELOPER
AIPL Bharat Infrastructure Private Limited
for AIPL Bharat Infrastructure Private Limited

Authorized Signatory
Authorized Signatory

DRAFTED BY
J
J.P.SHARMA
 Advocate
 Distt. Court, Gurugram

ANNEXURE-A

DETAILED DESCRIPTION OF THE PROJECT LAND

Mustatil/ Rectangle No.	Kila No.	Total Area			Share	Area Purchased		
		Kanal	Marla	Sarsai		Kanal	Marla	Sarsai
40	14/2	4	8	-	1/1	7	11	-
40	15/1	1	16	-				
40	17/1/1	1	7	-				
40	16/1/2	-	19	-	1/1	7	15	-
40	16/2/2	2	18	-				
41	20/2	3	18	-	1/1	2	7	-
41	22/1/1	1	4	-				
41	22/1/2	1	3	-				
	Kita 8	17	13	-	As Above	17	13	-
			2.21					

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SCHEDULE 1
SCHEDULE FOR DEPOSIT

In consideration of the Owner providing and making available to the Developer the Project Land and granting the Development Rights of the Project Land to the Developer with right to sell, transfer, lease, and convey the Project together with right to sell, or convey, proportionate undivided right, share, interest and title in the Project Land to the prospective purchasers and receive consideration therefrom in its own name and account, subject to the terms of this agreement, the Developer has agreed to pay an interest free refundable security deposit of Rs. 50,00,000/- (Rupees Fifty Lakh Only) (hereinafter referred to as “RSD”) to the Owner in the following manner:

The Developer has paid an amount of Rs.50,00,000/- (Rupees Fifty Lakh Only) to the Owner **Babbler Projects Private Limited** at the time of execution of this Agreement, vide the Cheque dated 30-12-2024, bearing No. 000034, drawn on HDFC Bank, which the Owner hereby duly admits and acknowledges.

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