

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 02/07/2024

Certificate No. E0B2024G321



Stamp Duty Paid : ₹ 776000

GRN No. 118119713



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ms aradhya Real estate Pvt ltd

H.No/Floor : Tc/34/v2

Sector/Ward : X

LandMark : Cyber tower second floor vibhuti kh

City/Village : Gomti nagar

District : Lucknow

State : Uttar pradesh

Phono: 95*****78



Buyer / Second Party Detail

Name : Ms omaxe World street Pvt ltd

H.No/Floor : X

Sector/Ward : 79

LandMark : Omaxe city centre

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 95*****78

Purpose : COLLABORATION AGREEMENT STAMP PAPER

The

can be verified by scanning this QrCode Through smart phone or on the web



COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at Faridabad on this the 3rd day of July, 2024.

FARIDABAD

BETWEEN

M/s Aradhya Real Estate Pvt. Ltd. (CIN U45400UP2008PTC035527), a Company incorporated under the provisions of Companies Act, 1956 and validly existing under Companies Act, 2013 having its registered office at Cyber Tower, Second Floor, TC-34/V2 Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226 010 acting through its authorized signatory **Shri Lakhan** (Aadhaar No. 7162 4193 8021), who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on 01.05.2024. (hereinafter referred to as "THE OWNER" which expression shall, unless repugnant or opposed to the context hereof, include their respective heirs, legal representatives, successors, administrators, executors and assigns) of the **First Part**.

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory

AND

M/s Omaxe World Street Pvt. Ltd. (CIN U74120HR2007PTC036993) (formerly known as Robust Buildwell Pvt. Ltd.), a Company incorporated under the provisions of Companies Act, 1956 and validly existing under Companies Act, 2013 having its registered office at Sector-79, Omaxe City Centre, Faridabad, acting through its authorized signatory Shri Suneel Kumar (Aadhaar No. 4441 8625 5860), who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on 06.04.2024. (hereinafter referred to as "THE BUILDER" which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the **Second Part**.

WHEREAS the Owner is in possession of and otherwise well and sufficiently entitled to and having absolute marketable right, title and interest in all that pieces and parcels of agricultural land comprised in Khewat No. 26, Khatoni No. 26, Rectangle No. 37 Killa/Khasra No. 24 (8-0), 25/2/1 (1-16), Rectangle No. 40 Killa/Khasra No. 4 (7-9), 5/1 (4-13) total kita 4 area 21 Kanal 18 Marla having its 627/730 share i.e. land admeasuring **18 Kanal 16 Marle 2 Sarsahi i.e. 2.35125 Acres** hereto by virtue of Sale Deed bearing document no. 3318 dated 27.06.2022, Mutation no. 4299 and Jamabandi records for the year 2018-2019, situated in the revenue estate of Village Bhatola, Hadbast No. 115, Tehsil and District Faridabad, Haryana, as detailed in the schedule of land, annexed herewith as **Annexure-1** (hereinafter referred to as the "said Land").

AND WHEREAS the Builder is a corporate body registered under the Companies Act, 1956 and validly existing under Companies Act, 2013, having its Registered Office at Sector-79, Omaxe City Centre, Faridabad and prior to the proceedings under Section 13(2) of the Companies Act, 2013 and consequential grant of fresh Certificate of Incorporation thereunder dated 25.06.2021 by the Registrar of Companies, was known as Robust Buildwell Pvt. Ltd.

AND WHEREAS the Owner contemplates to develop the said Land by setting up a Residential/Commercial Plotted/Built-up Colony/ Complex as per the prevailing policies after obtaining requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.

AND WHEREAS the Owner is not fully equipped to execute and complete the work of development and construction on the said land of its own, therefore,

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory

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प्रलेख न:3280

दिनांक:03-07-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील फरीदाबाद

गांव/शहर भतोला

धन संबंधी विवरण

राशि 38795624 रुपये

स्टाम्प ड्यूटी की राशि 775912.5 रुपये

स्टाम्प नं : E0B2024G321

स्टाम्प की राशि 776000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:114745953

पेस्टिंग शुल्क 0 रुपये

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनांक 03-07-2024 दिन बुधवार समय 3:47:00 PM बजे श्री/श्रीमती /कुमारी MS ARADHYA REAL ESTATE P LTD THRU LAKHAN निवास FBD द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

हस्ताक्षर प्रस्तुतकर्ता

MS ARADHYA REAL ESTATE P LTD THRU LAKHAN

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS OMAXE WORLD STREET P LTD THRU SUNEEL KUMAR हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी VINAY RAWAT पिता ADV निवासी FBD ने की।

श्री/श्रीमती /कुमारी S K BATRA पिता ADV निवासी FBD ने की।

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

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

दिनांक 03-07-2024

उप/संयुक्त पंजीयन अधिकारी(फरीदाबाद)

Kr. Vinay Rawat
Advocate
Distt. & Session Court, FBD.

S. K. BATRA
Advocate
Distt. & Session Court
Faridabad (Hr.)

requested the Builder who is already engaged in the development and construction of Commercial Colony Project located in Sector-79 Faridabad abutting to the said Land in the name and style of "World Street" (hereinafter referred to as the "Existing Project") and the Owner also knows that the Builder is well reputed and experienced in this line of business and is in a position to obtain necessary permissions for change of land use, licenses etc. and is competent to collaborate with the Owner for development of said Land.

AND WHEREAS upon request and representation of the Owner, the Builder has agreed to undertake the execution and completion of the said Residential/Commercial Plotted/Built-up Colony/ Complex on the said Land i.e. 2.35125 acres after obtaining the requisite permissions for change of land use, licenses, sanctions etc. (hereinafter referred to as the "said Project").

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under: -

1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the said Land comprised in Khewat No. 26, Khatoni No. 26, Rectangle No. 37 Killa/Khasra No. 24 (8-0), 25/2/1 (1-16), Rectangle No. 40 Killa/Khasra No. 4 (7-9), 5/1 (4-13) total kita 4 area 21 Kanal 18 Marla having its 627/730 share i.e. land admeasuring 18 Kanal 16 Marle 2 Sarsahi i.e. 2.35125 Acres hereto by virtue of Sale Deed bearing document no. 3318 dated 27.06.2022, Mutation no. 4299 and Jamabandi records for the year 2018-2019, situated in the revenue estate of Village Bhatola, Hadbast No. 115, Tehsil and District Faridabad, Haryana for utilizing the same for development and construction of the said Project.
2. That the Builder undertakes to develop the said Land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals from all Competent Authorities and thereafter to develop and construct the Said Land. The Owner agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Builder, the said land and to irrevocably vest in the Builder all the authority of the Owner as may be necessary in the discretion of the Builder for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of the said Project thereon. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Builder.

For Aradhya Real Estate Private Limited

Lalcham

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For Omaxe World Street Private Limited

Suneet Kumar

Director/Authorised Signatory

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3. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plans and the rules and bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as may be prescribed thereof. The said building plans for the Said Project shall be filed for permission to construct the maximum permissible covered area on the said land.
4. That the Builder shall, at the earliest possible time proceed to have suitable design, model and / or plans prepared for the proposed said Project and get the same approved / sanctioned from the Competent Authority(s). For this purpose the Builder, undertakes to engage and employ reputed Architect(s) at its own cost, expenses and responsibilities. The Builder shall, for and on behalf of and in the name of the Owner, apply to the Town & Country Planning Department, Haryana and / or such other Authorities as may be concerned with the matter for obtaining the requisite licenses, permissions, sanctions, and approvals for the development and construction of the said Project on the said land in accordance with the applicable Zonal Plans. However, the Builder shall be entitled to make and the Owner agrees to such variations in the design of the plans as may be required or considered by the Builder desirable or necessary for optimum utilizations of the said land.
5. That the entire amount required for the cost of development and construction of the said Project including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Scrutiny Fees, License Fees, Conversion Charges, Internal/External/Infrastructure Development Charges save and except for the owner's share, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the said land/said Project, provision of fire-fighting equipment arrangements, as may be prescribed by the concerned Authority, shall be wholly to the account of the Builder. The said project to be constructed by the Builder shall be of first class construction and the specification and material employed and the facilities provided shall not be inferior to those used, employed or provided in the said Existing Project.
6. In consideration of the Owner providing the said Land and the Builder carrying on the development and construction of the said Project at its own cost, the Parties have decided that the Owner shall be entitled to have 35% of developed plotted area along with built-up structure thereon as per the standard design and specification in the said Project which shall be

For Aradhya Real Estate Private Limited

Lakhan
Director/Auth Signatory

For Omaxe World Street Private Limited

Suneel Kumar
Director/Authorised Signatory

allotted/allocated in favour of the Owner as per the approved layout plan upon completion of said Project by the Builder.

7. That the Owner has delivered and handed over the actual, physical, vacant, possession of the said land to the Builder simultaneously on execution of this Agreement.
8. That the Builder shall be fully liable and responsible for compliance of necessary provisions under Real Estate (Regulation and Development) Act, 2016 and other applicable laws with respect to development, sale, marketing etc. of the saleable units of the said Project and solely liable for any penalty/compensation payable to the customers of the saleable units and/or the competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016.
9. That the Builder undertakes to start the development and construction work after obtaining all requisite licenses, permissions approvals etc. including sanctioned building plans from all concerned competent authorities and registration of said project with the competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and complete the construction of the said Project within 60 months thereof or such extended period as may be mutually agreed between the parties. If the non-completion of the said Project is the result of earthquake, lightening or any order or notification of the Government which prevents the progress of the construction or by reason of non-availability of steel and/or cement or other building materials or dispute with construction agency or slow down, strike, lock out, civil commotion or by reason of war or enemy action or act of God or for any reason beyond the control of the Builder, the Builder shall be entitled to a reasonable extension of time for completing the said Project. On happening of such eventuality, the Builder shall make a formal request for extension of time to the Owner and get their approval/sanction in writing thereto (which shall not be unreasonably withheld by the Owner).
10. a) That the time for completion of the said Project as stated in Clause 9 above is the essence of this contract. If the Builder shall not in any manner neglect or fail to carry on and complete the work of construction within the period of 60 months from the date of obtaining registration certificate from the competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and start of construction or such extended period as may be mutually agreed. Save as aforesaid, the shares/entitlements of the

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

For Omaxe World Street Private Limited

Suneelkumar

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Director/Authorised Signatory

parties hereto in the built/un-built/developed plotted areas of the said Project mentioned in this Agreement shall remain the same and effective. The Building(s) will be treated as complete when the structure, flooring, doors and windows are complete and paint and polish work is also completed and the Occupancy certificate in respect thereof has been granted by the Competent Authority.

- (b) That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtain the licenses for the said Project, it is the condition of this Agreement that after obtaining the licenses and the required permissions from the concerned authorities for the said Project, the Owner or its nominee(s) or legal heirs will not cancel or backout from this Agreement under any circumstances. In such eventuality, the Builder besides its other rights will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the Owner.
- (c) That it is agreed between the parties that the Builder may, if deem fit and proper, transfer and assign the rights in the licenses etc. granted by the competent Authorities to develop and construct the said Project on the said Land to a third party for such price and on such terms and conditions as the Builder may in consultation with the Owner decide.
11. That the parties have further agreed that the Builder shall be entitled to retain or let out or transfer or book for sale or enter into Agreement for sale or sell out the built-up/un-built up areas, any units or spaces as detailed above in the said Project to be put up on the said land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town & Country Planning Department, Haryana, concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 or any other Authority concerned. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.
12. That all rates, cesses and taxes due and payable in respect of the said Land shall be the exclusive liability of the Builder.
13. That the Owner covenants with the Builder that it shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana, authority formed

For Aradhya Real Estate Private Limited

Lakhan
Director/Auth Signatory

For Omaxe World Street Private Limited

Suneel Kumar
Director/Authorised Signatory

under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or such other Authority concerned with the matter and further that the Owner shall also, within a week of receipt of any request from the Builder, 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. However, no documents shall be signed and executed by the Owner, which will adversely affect their Ownership rights in the said land.

14. That the Owner simultaneously undertakes to constitute the Builder and/or its duly appointed nominee(s), as its attorney by a separate irrevocable document/Power of Attorney for submitting applications to the various authorities including the concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016, requisitions, licenses, permissions, approvals, sanctions, allotment of building material, allotment of other materials and all other matters statutorily required to be done and performed in connection with the development, construction and completion of the said Project and for booking, allotment and sale of developed/built-up units therein and for all purposes mentioned in the draft of Power of Attorney approved by the parties hereto till the duration and full implementation of this Agreement in all respects. However, the Builder undertakes in its capacity as a Builder in terms of this Agreement and as attorney for the Owner not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Laws or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, the entire liability in this behalf shall be incurred and discharged by the Builder and further more the Builder undertakes to keep the Owner harmless and indemnified against all such claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
15. That the Owner categorically agree and hereby declares that the Builder shall have absolute right to develop, advertise, sell and execution of sale/conveyance deed and get registered the sale/conveyance deed with respect to the various salable units/components to be developed in the said Project in favour of prospective allottee(s) and admit the execution of such sale/conveyance deed by presenting itself before the office of concerned Joint/Sub Registrar on behalf of the Owner.

For Aradhya Real Estate Private Limited

Lakshmi
Director/Author Signatory

For Omaxe World Street Private Limited

Suneelkumar
Director/Authorised Signatory

16. That the Builder shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labor laws, rules and regulations as are in force or may be introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety 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 Builder and no liability on this account shall fall on the Owner.
17. That the Builder shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Builder with various statutory authorities for seeking various approvals etc. for the said Project. The Owner undertakes that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the Builder and any delay by the Owner in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.
18. That it is an integral and essential term of this Agreement that the said Project shall be named by the Builder.
19. That the Owner have declared and represented to the Builder that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owner shall keep the said land free from all encumbrances till the duration and full implementation of this Agreement in all respects and the Builder have entered into this Agreement relying/acting upon these declarations and representations/undertaking of the Owner. Further, the Owner hereby declares that they have neither entered into any other prior agreement/arrangement with respect to the said Land for its development nor shall they enter into any such agreement/ arrangement in future in respect thereof.
20. That in case the said land or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), tax(s) etc., on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Builder and/or intending buyers of whole or part of Builder's share of the built areas, car parking etc. in the said Project and
For Omaxe World Street Private Limited

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

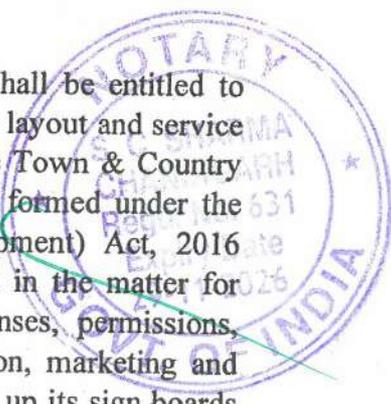
Suneel Kumar

For/Authorised Signatory

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at the discretion of the builder, the same shall be recovered or adjusted from the owner's share of allocation.

21. That if there be any claim, demand, dues, tax litigation of any nature whatsoever against the Owner, then it is a condition of this Agreement that the work of development and/or completion of the said Project and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any Court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of Owner's share of the said Project and/or sale proceeds thereof.
22. That the Owner undertake to execute all documents/agreements of assurances that may be necessary to be given and vouch safe to the allottees of the built up and/or un-built up areas of the said Project at the cost and expenses of the said allottees. This obligation must be discharged by the Owner through the Builder by appointing the Builder or its nominee(s) as their Attorney.
23. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and/or booking and sale of built or un-built areas of the said Project. However, if any defect is pointed out in the construction while the works is in progress by the Owner, the same will be removed and rectified by the Builder.
24. That on execution of this Agreement, the Builder shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & Country Planning Department, Haryana, competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or such other Authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development, construction, marketing and completion of the said Project on the said land; to put up its sign boards at the premises with the legend that the said Project to be constructed as above is a Residential/Commercial Colony/Complex wherein the public is free to book the areas/spaces in conformity with the plans sanctioned by the Competent Authority and to have site office. It is specifically agreed and understood that the permission and authority granted by the



For Aradhya Real Estate Private Limited

Lakhan

Director/Authorised Signatory

For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory

Owner to the Builder under this Clause, does not empower the Builder to start and carryout any construction work on the said land until license and other necessary approvals, sanctions etc. are granted by the Competent Authority(s) as contemplated herein.

25. That it is agreed between the parties that the possession of the said land once delivered/handed over to the Builder for the purpose of the above mentioned said Project shall not be disturbed and they shall not be dispossessed there from.
26. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.
27. That the parties hereto have agreed and undertaken to perform their part of 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 effects to the terms of this Agreement.
28. That this Agreement shall always be deemed to be subject to the usual force majeure clause.
29. That the Owner shall be fully responsible, liable and bound to execute and register the requisite sale deed(s)/conveyance deed(s) etc. or such other document(s), or instrument(s) in favour of builder or its nominee(s) for the entire said land and part thereof and/or in favour of the intending purchaser(s) of unit(s)/ floor(s)/space(s)/plots car parking etc. in respect of the unit(s), floor, space(s), plots etc. agreed to be sold to different intending purchaser(s) by the Builder at the cost and expense of the said intending Purchaser(s) and shall transfer the perfect title to the builder or its nominee(s) or to the said intending purchaser(s) as the case may be and present themselves personally or through their attorney before the concerned office of Registrar for registration of such requisite documents as and when demanded or requested by the builder upon fulfillment of all commitments made hereto and/or upon compliance of all obligations by the builder as set out under this agreement.
30. That the Builder (Omaxe World Street Pvt. Ltd.) shall be responsible for compliance of all terms and conditions of License/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

For Omaxe World Street Private Limited

Suneet Kumar

Director/Authorised Signatory

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colony/said Project or relieved of the responsibility by the DGTCP, Haryana, whichever is earlier.

31. That this Collaboration Agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of this Collaboration Agreement shall be undertaken, except after obtaining prior approval of DGTCP, Haryana.
32. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said land including the constructions made thereon within the said Project against any attachment, seizures or sale thereof.
33. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire Agreement between them. No changes or alterations to this Agreement shall be done without the written consent of the parties hereto.
34. That the Parties hereto shall not assign, transfer, charge or encumber in any manner this Agreement or his/their/its rights and benefits under this Agreement to any person without the prior written approval of the other party.
35. That the Allotment Letters will be issued to the prospective allottees after sanctions of Layout Plans from the Director, Town & Country Planning, Haryana/HUDA and registration of said project with the concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or other concerned Authorities as per the applicable norms.
36. That the Builder shall be allowed to raise funds from the financial institutions on the said Land except the area falling into the Owner's share, for development and construction the said Project and the Owner shall have no objection for raising such loans and funds and will sign/execute all necessary/required documents and shall extend all cooperation. The Builder only shall be responsible for payment of principal and interest amount to the Financial Institution and Owner shall have no obligation towards it.
37. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on

For Aradhya Real Estate Private Limited

For Omaxe World Street Private Limited

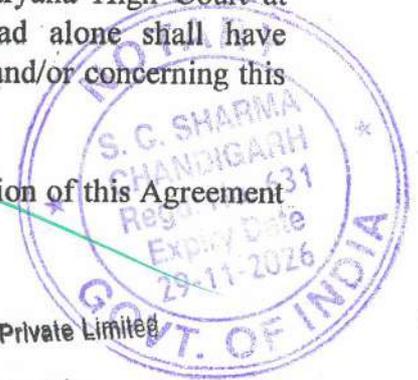
Lakhan
Director/Authorised Signatory

Sureekumar
Director/Authorised Signatory

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both the parties and their heirs, successors, administrators, liquidators and assigns.

38. That the failures of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
39. That if the said Project is abandoned, neglected or otherwise fails due to breach of contract and default on the part of the Builder, then the Builder undertake to keep the Owner harmless and indemnified against all claims, demands, damages and losses.
40. That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable laws, such provision 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 laws and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
41. The Parties hereto agree that if any dispute and /or difference arise between the parties in respect of the present Collaboration Agreement, the same shall be settled through arbitration by the sole arbitrator to be appointed by the Builder. It is also agreed between the parties that the arbitration proceedings shall be in accordance of The Arbitration and Conciliation Act, 1996. The award so made by the sole arbitrator shall be final and binding on the parties. It is agreed between the parties that the arbitration proceedings shall be conducted in Delhi only. Subject to arbitration as referred above, the Punjab and Haryana High Court at Chandigarh, and Courts of District at Faridabad alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
42. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.



For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory

For Aradhya Real Estate Private Limited

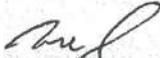
Lal Khan

Director/Author Signatory

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement at Faridabad on the day, month and year mentioned above in the presence of witnesses.

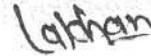
WITNESSES:

1.


Kr. Vinay Rawat
Advocate
Distt. & Session Court, FBD.

M/s Aradhya Real Estate Pvt. Ltd.

For Aradhya Real Estate Private Limited



~~Director/~~Auth Signatory

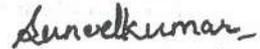
Authorised Signatory

.....OWNER

2. 
S. K. BATRA
Advocate
Distt. & Session Court,
Sec.-12, Faridabad (Hr.)

M/s Omaxe World Street Pvt. Ltd.

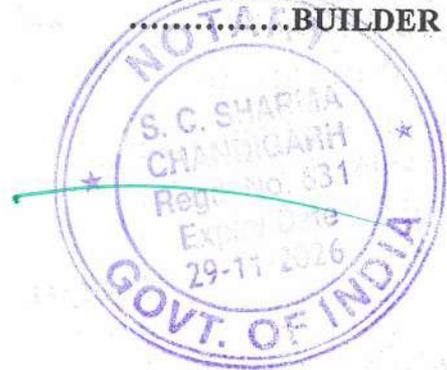
For Omaxe World Street Private Limited



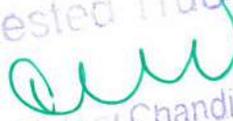
~~Director/~~Authorised Signatory

Authorised Signatory

.....BUILDER



Attested True Copy


Notary Chandigarh

05 JUL 2024

Reg. No.

Reg. Year

Book No.

3280

2024-2025

1



पेशकर्ता



दावेदार



गवाह

For Aradhya Real Estate Private Limited

Lakhan

Director/Auth Signatory

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- MS ARADHYA REAL ESTATE P LTD THRU LAKHAN

दावेदार :- MS OMAXE WORLD STREET P LTD THRU SUNEEL KUMAR

Omaxe World Street Private Limited

गवाह 1 :- VINAY RAWAT *Vinay*

Suneelkumar

गवाह 2 :- S K BATRA *M*

Director/Authorised Signatory

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3280 आज दिनांक 03-07-2024 को बही नं 1 जिल्द नं 4 के पृष्ठ नं 20 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 97 के पृष्ठ संख्या 4 से 6 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 03-07-2024



उप/सयुक्त पंजीयन अधिकारी फरीदाबाद

ANNEXURE-1

**SCHEDULE OF LAND SITUATED AT VILLAGE BHATOLA, HADBAST NO. 115,
TEHSIL & DISTRICT FARIDABAD**

SR. NO.	KHEWAT NO.	OWNER'S NAME	SHARE	RECT NO.	KILA NO.	AREA (K-M)	AREA ACC. TO SHARE (K-M-S)	ACRES
1	26	ARADHYA REAL ESTATE PVT. LTD.	627/730	33//	24	8-0		
					.25/2/1	1-16		
				40//	4	7-9		
					5/1	4-13		
					KITA 4	21-18	18-16-2	2.35125

For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory

For Aradhya Real Estate Private Limited:

Lakhan

Director/Authorised Signatory



93

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 02/07/2024

Certificate No. E0B2024G397
GRN No. 118476917



Stamp Duty Paid : ₹ 500
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Ms Aradhya real estate Pvt ltd
H.No/Floor : Tc34/V2 Sector/Ward : X LandMark : Cyber tower 2nd floor vibhuti khand
City/Village : Gomti nagar District : Lucknow State : Up
Phone: 95*****78



Buyer / Second Party Detail

Name : Ms Omaxe world street Pvt ltd
H.No/Floor : X Sector/Ward : 79 LandMark : Omaxe city center
City/Village: Faridabad District : Faridabad State : Haryana
Phone

Purpose



GENERAL POWER OF ATTORNEY

This POWER OF ATTORNEY is executed at Faridabad on this 3rd day of July, 2024

FARIDABAD

By

FARIDABAD

M/s Aradhya Real Estate Pvt. Ltd. (CIN U45400UP2008PTC035527), a Company incorporated under the provisions of Companies Act, 1956 and validly existing under Companies Act, 2013 having its registered office at Cyber Tower, Second Floor, TC-34/V2 Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226 010, acting through its authorized signatory **Shri Lakhan** (Aadhaar No. 7162 4193 8021), who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on 01.05.2024 (hereinafter referred to as the "Executants").

IN FAVOUR OF

M/s Omaxe World Street Pvt. Ltd. (CIN U74120HR2007PTC036993) (formerly known as Robust Buildwell Pvt. Ltd.), a Company incorporated under the provisions of Companies Act, 1956 and validly existing under Companies Act, 2013 having its registered office at Sector-79, Omaxe City Centre, Faridabad (hereinafter referred to as the "Omaxe World Street").

For Aradhya Real Estate Private Limited

Lakhan

Director/Author Signatory

For Omaxe World Street Private Limited

Suneel Kumar
Director/Authorised Signatory

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 02/07/2024

Certificate No. E0B2024G396

GRN No. 118476917



Stamp Duty Paid : ₹ 500
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ms Aradhya real estate Pvt ltd

H.No/Floor : Tc34/v2 Sector/Ward : X

City/Village : Gomti nagar District : Lucknow

Phone: 95*****78

LandMark : Cyber tower 2nd floor vibhuti khand

State : Up

Buyer / Second Party Detail

Name : Ms Omaxe world street Pvt ltd

H.No/Floor : X Sector/Ward : 79

City/Village: Faridabad District : Faridabad

Phone : 95*****78

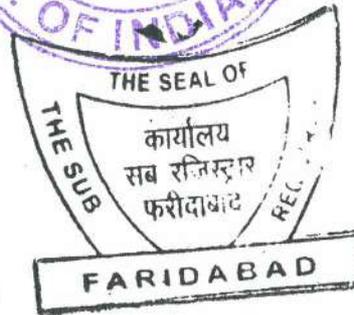
LandMark : Omaxe city center

State : Haryana



Purpose : G P A

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



WHEREAS, the Executant and Omaxe World Street have entered into collaboration and have executed and signed a Collaboration Agreement dated 03.07.2024 (hereinafter referred as the "**Collaboration Agreement**") for development and construction of a Residential/Commercial Plotted/Built-up Colony/Complex (hereinafter referred to as the "**said Project**") on the land measuring 2.35125 acres situated in the revenue estate of Village Bhatola, Hadbast No. 115, Tehsil & District Faridabad, Haryana (hereinafter referred to as the "**said Land**") as detailed in said Collaboration Agreement and particularly mentioned in the schedule of land, annexed hereto as **Annexure-1**. Under the Collaboration Agreement Omaxe World Street agreed to be responsible for carrying out the entire construction and development of the said Project on the said Land after obtaining all requisite approvals and sanctions from the concerned competent authorities at its own costs and expenses as per the specifications, design etc. as per the sanctions/approvals granted by the concerned competent authorities. The Omaxe World Street further agreed to promote and market the saleable areas in the said Project.

AND WHEREAS to implement the objective of the said Collaboration Agreement, the Executants have agreed to execute this irrevocable Power of Attorney in favour of "Omaxe World Street".

NOW, THEREFORE, THROUGH THIS POWER OF ATTORNEY the Executants hereby irrevocably appoint, nominate and constitute the said Omaxe World Street acting through its authorized signatory **Sh. Suneel Kumar S/o Sh. Shri Bhagwan** as their true and lawful attorney (hereinafter referred to as the "**said Attorney**"), to do all or any of the following acts, deeds and things in respect of developing, constructing and marketing of the said Project, i.e.:

1. To make and prepare and /or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of Layout/ Building Plan and/or for the purpose of developing plots on the said Land/Project Land as may be permissible by the concerned Authority(ies) including the office of the Director Town & Country Planning Haryana, Urban Estate, Municipal Committee Area and Ministry of Environment or any other Competent Authorities from time to time.
2. To apply for and obtain all requisite permissions and approvals as may be required for development, construction and marketing of the said Project on the said Land/Project Land and for that purpose to sign, file and submit layout plan, building plan, services plan, revised/modified plans before the concerned authorities including DTP-Faridabad, STP- Faridabad, Director, Town & Country Planning, Haryana, Chandigarh, Haryana Urban Development Authority, Urban Estate, Municipal Committee Area and Ministry of Environment, authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or any other local authority under State Government and/or Central Government as may be required from time to time.
3. To sign, file and execute all applications, representations, affidavits, undertakings, indemnity bonds and such other papers and documents as may be required by

DI Aradhya Real Estate Private Limited

Lakhan

Director/Author Signatory

For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory Page 2 of 6

प्रलेख न:93

दिनांक:03-07-2024

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील फरीदाबाद
गांव/शहर फरीदाबाद

धन संबंधी विवरण

राशि 0 रुपये स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : E0B2024G397 स्टाम्प की राशि 500 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:108305105 पेस्टिंग शुल्क 3 रुपये
डेफिशियेंसी स्टाम्प: E0B2024G396 डेफिशियेंसी Grnno: 118476917 डेफिशियेंसी शुल्क: 500
Drafted By: SELF Service Charge:200

यह प्रलेख आज दिनांक 03-07-2024 दिन बुधवार समय 3:48:00 PM बजे श्री/श्रीमती /कुमारी
MS ARADHYA REAL ESTATE P LTD THRU LAKHAN निवास FBD द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For Aradhya Real Estate Private Limited

Lakhan
Director/Auth Signatory

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

हस्ताक्षर प्रस्तुतकर्ता
MS ARADHYA REAL ESTATE P LTD THRU LAKHAN

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS OMAKHE WORLD STREET P LTD THRU SUNIL KUMAR हाजिर है। प्रतुत
प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों को पहचान श्री/श्रीमती /कुमारी VINAY RAWAT पिता ADV निवासी FBD
व श्री/श्रीमती /कुमारी S K BATRA पिता ADV
निवासी FBD ने की।

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

For Aradhya Real Estate Private Limited

Lakhan
Director/Auth Signatory

उप/संयुक्त पंजीयन अधिकारी(फरीदाबाद)

दिनांक 03-07-2024

Kr. Vinay Rawat
Advocate
Distt. & Session Court, FBD.

S. K. BATRA
Advocate
Distt. & Session Court,
Sec. 12, Faridabad (Hr.)

concerned authorities for the purpose of obtaining requisite permissions, approvals, NOC from the concerned authorities such as Fire Department, Licensing Authorities, Municipal Authorities, Real Estate Regulatory Authority and/or authorities in charge of the Sewer, Water, Electricity, Highways or any other concerned authorities connected with the sanction of layout and building plans, developing of Plots/built-up area and any other thing connected therewith.

4. To commence, carry on and complete and/or cause to be commenced, carried out and completed development work on the said Land/Project Land in accordance with the sanctioned layout plans and specifications whether amended or otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.
5. To make necessary applications for procuring permits and quotations for cement, steel and other building materials and for the purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits/ quotations etc.
6. To apply for and obtain, connections inter-alia for water, sewerage, electricity and roads and to do all acts, deeds things and matters for the said purposes to lay and install all the connections.
7. To apply for and obtain the Completion Certificate and/or Occupancy Certificate from the authorities concerned and for that purpose to sign, execute file and submit the completion plans, application, notice and all such other papers and documents as may be required from time to time.
8. To advertise and issue printed materials regarding the said Project and engage brokers/ leaders for booking/ sale of the Plots/ Units and other saleable areas of the said Project in its own name.
9. To book for sale and enter into agreement to sell or any other such document for sale of the plots/built-up areas or any other saleable areas in the said Project and also to let out the saleable areas/ units in the said Project.
10. To execute, sign and present for registration before proper registering authority, proper sale/ conveyance deed/ lease deed for conveying the rights, interests, liens and titles in the plots/built-up areas and other saleable areas developed/built on the said Land/Project Land in the said Project as per terms of the said Collaboration Agreement, First Addendum and Second Addendum in favour of the intending purchaser(s) or in its own name and to do all such acts, deeds and things which may be necessary for the purpose of conveying the same absolutely and forever in favour of the intending purchaser or his/her nominee(s).
11. To receive consideration in respect of the said plots/built-up areas and other saleable areas in the said Project in its own name and to admit the receipts thereof and to deliver possession of the plots/built-up areas and other saleable areas in the said

For Aradhya Real Estate Private Limited

Lakshmi

Director/Author Signatory

For Omaxe World Street Private Limited

Suneel Kumar

Director/Authorised Signatory

Page 3 of 6

Project to the said purchasers or to its/his/her/their nominee(s) either physical or constructive as may be feasible.

12. To handover common areas and facilities in the said Project to the Resident Welfare Association and to sign, execute and register necessary deeds and documents in this regard.
13. To create lien, charge, mortgage with the bank(s) / financial institution(s) on the saleable units/plots booked in the name of the prospective purchasers on their request to avail loan facility.
14. To sign, institute, conduct and present all kind of suits, petitions or claims, objections, complaints, appeals, plaints, reviews, revisions, written statements, applications, contracts, affidavits, undertakings, indemnity bonds, agreements etc., in all courts and offices to proceed in all the proceedings filed in the name of and against the executants regarding the said project to compromise and compound the cases, to withdraw them, to deposit and withdraw money, to deposit and withdraw documents and to issue receipt/ acknowledgement in respect thereof and to take every step for the same regarding the said project.
15. To appoint, retain and employ counsels, pleaders, advocates or other attorney and issue Vakalatnamas and warrants of attorney, whenever the said attorney shall think expedient.
16. To appoint one or more attorneys and to remove and/ or reappoint in place of the said attorneys and confer upon such attorneys all or any of the powers conferred herein. The principal attorney Omaxe World Street, may authorize any of its employee(s) to represent it to do or cause to be done any or all acts, deeds and things as mentioned hereinabove including but not limited to represent it before the Sub-Registrar concerned at the time of execution and presentation of sale/ conveyance deed/ lease deed/ rectification deed/ cancellation deed etc. for conveying the rights, interests, liens and titles in the plots/built-up areas and other saleable areas developed/built on the said Land/Project Land in the said Project as per terms of the said Collaboration Agreement.

And generally to do all other acts, deeds, matters and things whatsoever in or about the said Land/Project and affairs as contemplated in the said Collaboration Agreement, First Addendum and Second Addendum either particularly or generally described as amply and effectually and to all intents and purposes as the Executants could do.

And the Executants, hereby agree and undertake to irrevocably allow, ratify and confirm all and whatever the said Attorney or Attorneys shall lawfully do or cause to be done with regard to the aforesaid, by virtue of these presents all acts, deeds and things done or caused to be done by the said attorney or by any of his delegates shall be deemed to have been done by the Executants and the Executants hereby agree that it will ratify/confirm all whatever the said attorney(s) or its/their delegates shall do or cause to be done by virtue of the powers conferred by these presents.

Aradhya Real Estate Private Limited
Lakhan

Director/Authorised Signatory

For Omaxe World Street Private Limited
Suneel Kumar

Director/Authorised Signatory

Page 4 of 6

The Executants hereby declare that this instrument is irrevocable and the Executants shall have no right and entitlement to revoke or cancel this instrument at any stage in future and the same shall be binding also on its successors in interest.

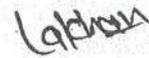
IN WITNESS WHEREOF the said Executants hereto have hereunto set and subscribed their hands on this Power of Attorney on the day, month and year first above written in the presence of the following witnesses who have signed these presents in the presence of the Executants:

WITNESSES:

1.


Kr. Vinay Rawat
Advocate
Distt. & Session Court, FBD.

For Aradhya Real Estate Private Limited



Director/Author Signatory

(M/s Aradhya Real Estate Pvt. Ltd.)
Executants

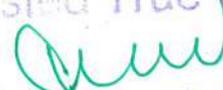

S. K. BATRA
Advocate
Distt. & Session Court,
Sec.-12, Faridabad (Hr.)

For Omaxe World Street Private Limited


Director/Authorised Signatory



Attested True Copy


Notary Chandigarh

105 JUL 2024

Reg. No.

Reg. Year

Book No.

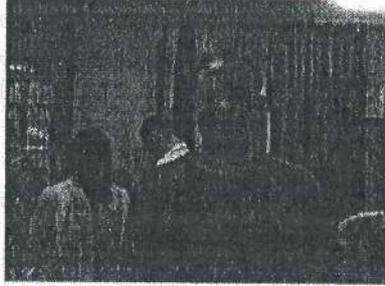
93

2024-2025

4



पेशकर्ता



प्राधिकृत



गवाह

For Aradhya Real Estate Private Limite.

Lakhan

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- MS ARADHYA REAL ESTATE P LTD THRU LAKHAN

प्राधिकृत :- MS OMAXE WORLD STREET P LTD THRU SUNIL KUMAR

गवाह 1 :- VINAY RAWAT

गवाह 2 :- S K BATRA

Suneelkumar

Director/Authorised Signatory

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 93 आज दिनांक 03-07-2024 को बही नं 4 जिल्द नं 0 के पृष्ठ नं 23.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 2 के पृष्ठ संख्या 73 से 75 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 03-07-2024



उप/सयुंक्त पंजीयन अधिकारी फरीदाबाद

ANNEXURE-1

SCHEDULE OF LAND SITUTED AT VILLAGE BHATOLA, HADBAST NO. 115, TEHSIL & DISTRICT FARIDABAD

SR. NO.	KHEWAT NO.	OWNER'S NAME	SHARE	RECT NO.	KILA NO.	AREA (K-M)	AREA ACC. TO SHARE (K-M-S)	ACRES
1	26	ARADHYA REAL ESTATE PVT. LTD.	627/730	33//	24	8-0		
					25/2/1	1-16		
				40//	4	7-9		
					5/1	4-13		
					KITA 4	21-18	18-16-2	2.35125

For Aradhya Real Estate Private Limited
Lakshmi
 Director/Author Signatory

NOTARY
 S. C. SHARMA
 CHANDIGARH
 For Omaxe World Street Private Limited
Suneel Kumar
 Director/Authorised Signatory
 29-11-2024
 GOVT. OF INDIA

Attested True Copy

[Signature]
 Notary Chandigarh

05 JUL 2024