

I-35634

Signature.....

ACC Name: SHWETA GUPTA

ACC Code: UP14014004

ACC Address: Greater Noida

Mobile: 9810746888

Licence No: 182 Tehsil & Distt. G.B. Nagar



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP18123635512004T
Certificate Issued Date : 28-Oct-2021 05:08 PM
Account Reference : NEWIMPACC (SV)/ up14014004/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1401400421964083731669T
Purchased by : VRINDA HOMES PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO.GH-06B SECTOR-1 GREATER NOIDA
Consideration Price (Rs.) :
First Party : RAJHANS INFRATECH PVT LTD
Second Party : VRINDA HOMES PVT LTD
Stamp Duty Paid By : VRINDA HOMES PVT LTD
Stamp Duty Amount(Rs.) : 33,00,000
(Thirty Three Lakh only)



E-STAMP
LOCKED

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For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

KC 0004597362



COLLABORATION-CUM-DEVELOPMENT AGREEMENT

THIS COLLABORATION-CUM DEVELOPMENT AGREEMENT is executed at Dadri, Gautam BudhNagar on this 29th day of October 2021

BETWEEN

M/s Rajhans Infratech (P) Ltd. a Company registered under the Companies Act, having its registered office at M-33, II-Floor, Greater Kailash-I, New Delhi-110048 acting through its Director R.C. GOEL, duly authorized vide Board Resolution dated 29th October 2021 and hereinafter referred to as the "**First Party/Leaseholder**" (which expression shall unless repugnant to the subject or context hereof shall mean and include their administrators, executors, associates, affiliates, nominees and assigns) of the **FIRST PARTY**.

(PAN. AAACD0055F)

AND

M/s VRINDA HOMES PVT. LTD. a Company registered under the Companies Act, having its registered office at H.NO. 373, Gali NO.4, RS BLOCK, JHARKHANDI ROAD, BHOLANATH NAGAR, SHAHDRA, EAST DELHI-11—32 acting through its Authorized Signatory BABLOO, CHOUDHARY duly authorized vide Board Resolution dated 17/10/21 and hereinafter referred to as the "**Second Party/Developer**" (which expression shall unless repugnant to the subject or context mean and include its administrators, executors, associates, affiliates, nominees and assigns) of the **SECOND PARTY**.

(PAN.AAICV1867B)

WHEREAS:

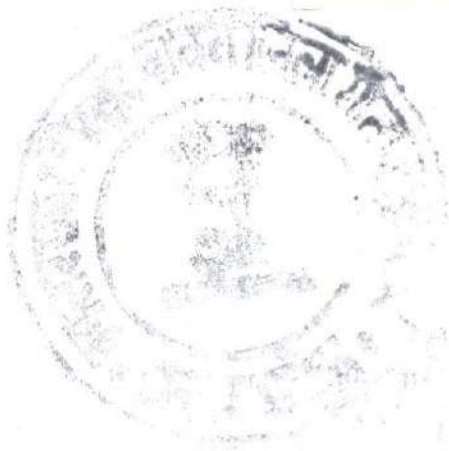
- Greater Noida Industrial Development Authority ("**GNIDA**") through a sealed Two-Bid tender system agreed to lease the plot No. GH-06 B, Sector -01, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh measuring 20034.80 sq. mt hereto ("**Said Entire Land**") vide Reservation/Acceptance Letter No.PROP/BRS-02/2010/1467 dated 30.01.2010 and Allotment Letter No.PROP/BRS-02/2010/1513 dated 26.04.2010 to the consortium consisting of :
 - M/s Express Projects Pvt Ltd.
 - M/s Dilshad Estate Pvt Ltd.
 - M/s Shomit Finance Ltd.
 - M/s Sino Credits & Leasing Ltd

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory



BRINDA HOMES PVT CO

BRINDA HOMES PVT CO

Hereinafter referred to as the "**Registered Consortium**".

- The registered consortium consisted of the following:-

S.No	Name of the Member	Shareholding	Status
1	M/s Express Projects Pvt Ltd.	36%	Lead Member
2	M/s Dilshad Estate Pvt Ltd.	27%	Relevant Member
3	M/s Shomit Finance Ltd.	27%	Relevant Member
4	M/s Sino Credits & Leasing Ltd	10%	Relevant Member

- The registered consortium jointly qualified for the bid and secured the allotment of the said entire land by being the highest bidder. They through its lead member M/s Express Projects Pvt Ltd had approached GNIDA in accordance with clause c-8 of the brochure/bid document of the scheme to sub-divide the said land with the following status of holding lease:

SI No.	Plot No.	Sector	Sub Divided Area (in sq.m.)	Name of the Member	Status
1	GH-06A	1	23800.00	M/s Express Projects Pvt Ltd.	Lead Member
2	GH-06B	1	20034.80	M/s/ Rajhans Infratech Pvt. Ltd/ (Formerly known as /s Dilshad Estate Pvt Ltd.)	Relevant Member
3	GH-06C	1	30000.00	M/s/ Devika Gold Homz Pvt/ Ltd. (SPC of M/s Shomit Finance Ltd. M/s Sino Credits & Leasing Ltd)	SPC

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

BBK

आवेदन सं०: 202100742046726

अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 35634

वर्ष: 2021

प्रतिफल- 66000000 स्टाम्प शुल्क- 3300000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 660000 प्रतिलिपिकरण शुल्क - 160 योग : 660160

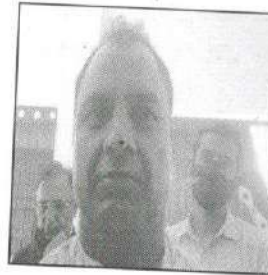
श्री मैसर्स वृन्दा होम्स प्राइवेट लिमिटेड द्वारा

बबलू अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री भागमल सिंह

व्यवसाय : अन्य

निवासी: 373 गली न-4, आर एस ब्लाक, झारखंडी रोड, भोलानाथ नगर,
शाहदरा, दिल्ली



श्री, मैसर्स वृन्दा होम्स प्राइवेट लिमिटेड द्वारा

बबलू अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

29/10/2021 एवं 08:10:41 PM बजे

निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी०के० अस्थाना - -

उप निबंधक :दादरी

गौतम बुद्ध नगर

29/10/2021

के० के० शर्मा

निबंधक लिपिक

- The Authority approved the sub division and the Total area of the Plot that was allocated to the share of First Party as per lease plan was 20034.80 sq. meter out of which 2306.40 sq. meter. was not in the possession of the Authority as such the Authority on 27.05.2011 executed is Lease deed in favour of M/s Rajhans Infratech Private Limited(formerly known as M/s Dilshad Estate Pvt Ltd.) vide letter No.Builders/2011/BRS-62/435in respect of lease measuring 17728.40 sq. meterand GNIDA, which has been registered with the relevant Sub Registrar of Assurances videdivided Plot No. GH-06B, Sector – 01, Greater Noida, Uttar Pradesh Bahi No.1 Jild No.8610 page no 247 to 296 Sr.No.9407.("**Lease Deed**").
- The Balance land of 2306.40 sq. mtrs. was granted lease to the First Party vide Supplementary letter/allotment dated 01.07.2013, completing the original lease deed dated 27.05.2011 registered with Sub-Registrar, Gautam Budh Nagar, Greater Noida vide Bahi No.1 Jild No.13627 page no 139 to 358 Sr.No.16269.
- The said Lease deed recorded that the First Party has the leasehold rights to the sub divided plot no. GH-06B, Sector-01, Greater Noida (West), Gautam Buddha Nagar, Uttar Pradesh, totally admeasuring about 20034.80 sq. meter. square meters, more specifically detailed out in **Annexure A** hereto(hereinafter referred to as "**Sub Divided Land**") which has been allotted to the First Party by the Greater Noida Industrial Development Authority for the purpose of constructing residential flats / group housing plots.
- The First Party has already constructed / developed an area of approximately 8476.80 square meters out of the Sub divided Land (hereinafter referred to as "**Developed Land/Phase-1**") and is now desirous of conveying and transferring, the entire development rights pertaining to the balance land (forming part of the Sub Divided Land) admeasuring 11558.00 Square Meter more particularly demarcated in the map of the Sub divided Land attached along with as **Annexure B** (hereinafter referred to as "**Identified Land/Phase-2**") exclusively in favor of to the Second Party.

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

बही सं०: 1

रजिस्ट्रेशन सं०: 35634

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

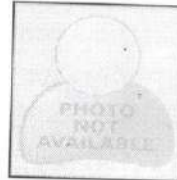
विक्रेता: 1

श्री मैसर्स राजहंस इन्फ्राटेक प्राइवेट लिमिटेड के द्वारा
आर सी गोयल,

निवासी: एम-33 2nd फ्लोर, गेटर कैलाश-I, न्यू
दिल्ली

व्यवसाय: अन्य

क्रेता: 1



श्री मैसर्स वृन्दा होम्स प्राइवेट लिमिटेड के द्वारा बबलू,
पुत्र श्री भागमल सिंह

निवासी: 373 गली न-4, आर एस ब्लाक, झारखंडी रोड,
भोलानाथ नगर, शाहदरा, दिल्ली

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री शशांक कौशिक, पुत्र श्री योगेन्द्र कुमार कौशिक

निवासी: एल-35/410 कौशिक भवन, हसारी झोसा

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री अमित गुप्ता, पुत्र श्री पी एल गुप्ता

निवासी: 17/41, जी-5, NICE अपार्टमेंट, पंजाबी बाग
दिल्ली

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:

पी०के० अस्थाना - -
उप निबंधक: दादरी
गौतम बुद्ध नगर

के० के० शर्मा
निबंधक लिपिक

- The Second Party is a company engaged in real estate development and undertaking the construction, development and marketing of Real Estate projects and has requisite resources at its disposal to obtain the requisite approvals, permission etc., from the appropriate statutory authorities in this regard.
- The Second party represents that it has the technical skill, expertise and resources to design, construct, execute and manage the development of Residential flats/group housing plots on the Identified Land (hereinafter referred to as "Phase-2") Under the name and style of HERITAGE SKYWARD.
- The First Party has represented that Identified Land is presently lying vacant and has a total approved residential Floor Area Ratio (FAR) of 3.5 (Residential FAR) . The First Party has assured and affirmed to the Second Party that the said identified land is free from all encumbrances, charges and liens etc. There has been no concealment about the status of the Identified land. Further, the entire Sub divided Land has an unutilized FAR of 3.5 (Residential FAR) including an unutilized commercial FAR of 1% (Commercial FAR).
- The Second Party is fully aware about the status of the said land, liabilities, title, sanctions on the presentation of the First Party and both the parties have agreed to enter into this agreement out of their own free will and after taking advice from their respective Consultants.
- That the execution of the Present Agreement shall be subject to the Lease Deed executed on 27.05.2011 and supplementary lease deed dated 01.07.2013 between GNIDA and the Leaseholder and shall not be treated as an assignment or change in the role of the Leaseholder there under or its obligations there under.
- Pursuant to discussion between the Parties, the Parties now propose to enter into this Agreement for the purpose of transferring and conveying to the Second Party i.e. Second Party have procured Development Rights of Residential and Commercial area over identified Land, along with including but not limited to, exclusive right to Market transfer/sell/lease the Phase-2 of the Project, in the manner hereinafter appearing.

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. BASIC AGREEMENT:

- 1.1 That first party is in occupation of project land and the second party will develop the Phase-2 and second party shall take/receive profit of the Phase-2 alone.
- 1.2 That the parties or their assignees etc. hereby undertake to abide by all laws, Bye-Laws, Rules and Regulations and terms and conditions of GNIDA and/or of the State Government and/or of the Local body/ies and shall be responsible/liable for any violations or breaches of any of the Conditions, or rule and regulations, as may be applicable from time to time hereafter.
- 1.3 That the Second Party is duty bound to honor and respect the terms of license and building plan without detriment to the rights of First Party. The First Party will execute all legal & permissible documents in favor of the Second Party or their nominated assignee at Second Party's costs & expenses including Irrevocable Power of Attorney for the purpose of formulation of marketing strategies and carryout marketing of identified land/Phase-2 in respect of sale of the units/commercial area including appointment of brokers, releasing of advertisements and hoarding, participation in exhibitions and preparation of brochures etc. subject to limitations of license. It is specifically agreed and undertaken by the Second Party that they shall not do or cause to be done anything beyond or against the spirit of this Agreement at any cost.
- 1.4 That it is further agreed and undertaken by Second Party that all kinds of liabilities under tax laws, including GST as well as Stamp Duty under this Agreement shall be the sole responsibility of the Second Party of Phase-2.
- 1.5 That the Second Party shall undertake and carry out the development of the Phase-2 of the Project on the Identified Land strictly in conformity with the license granted by the DTCP sanctioned building plans, other Approvals and the Applicable Laws.

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

- 1.6 That the Second Party shall if required prepare and submit necessary building plans and seek other regulatory approvals in respect of the identified land/Phase-2. It is further agreed that the Second Party shall be entitled to prepare the building plans and apply to GNIDA separately if permissible under the rules/regulations of the Identified Land. The Second Party or their assignee shall act after the approval of building plan by GNIDA.
- 1.7 That it is hereby further declared that the Identified Land and FSI / FAR thereon is not a subject matter of any litigation or legal proceedings of any kind including the acquisition proceedings under the Land Acquisition Act or under any other statute/s, for the time being enforced. It is further declared that the Identified Land and FSI/FAR thereon is free from all encumbrances and there exists no Deed or Agreement in favor of any person(s)/Company/Partnership/ Proprietorship in respect of the said Land/FSI/FAR on the date THESE PRESENTS.
- 1.8 That it is hereby agreed that upon receipt of entire Development Amount, the first Party shall be left with no rights/title/interests in Identified Land & FAR thereon and the second Party shall be the beneficiary of all title/rights/interests etc. in Identified Land and FSI/FAR thereon. The First party shall extend all its corporations to get the increase FAR in favor of the Second Party and to complete all paper formalities before appropriate authority for the proportionate area of the second party. However, both parties will charge the maintenance from their respective buyers of their respective areas.
- 1.9 That it has been agreed that both the parties shall look after the Maintenance of respective areas of Phase 1 & Phase 2 jointly as per their mutual understanding, till the formation of RWA/AOA as per law. It has been agreed that both the parties shall provide the maintenance services i.e. security services, housekeeping services, maintenance of building and maintenance of lift, generator and other services as required to maintain the building through agency(s) by way of mutual understanding from time to time.

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

- 1.10 That the Second Party may collect the payment of EDC/IDC and IFMS and the second party shall be liable in respect to the Phase-2 of the Project on the Identified Land at its responsibility.
- 1.11 That subject to the Second Party performing its obligations and making payments strictly as per the terms of this Agreement, the First Party will not sell or exit from this Agreement or create any third party interest in any manner whatsoever over the Identified Land & FSI / FAR / Development Structure thereon.
- 1.12 That it has been agreed that the first party shall make the payment of farmer compensation amount due on first party and also provide the payment receipts of the same, if any. In case, the government authorities/GNIDA demands any farmer compensation amount, then, it shall be the sole responsibility of the first party.

2. POSSESSION

The First Party has handed over the peaceful, physical and vacant possession of the Identified Land to the Second Party simultaneously with execution of this Agreement. From the date of execution of this Agreement, the second party shall have exclusive right to sale, transfer, allotment of saleable units to be executed with the purchaser, lessees, licensees including Allotment Letter, Unit Buyer Agreement, Agreement to Sell, Conveyance Deed, Lease Deed, License Deed etc., and to start developing / construction and selling purposes in all respect of the Phase-2 of the Project.

3. PAYMENT

3.1 That in lieu of the Development Amount Rs.39,29,72,000/- (Rupees Thirty Nine crore Twenty Nine lacs and Seventy Two Thousand only) the First Party absolutely their right and entitlement over properly demarcated as Identified Land/Phase-2 with proportionate all amenities/facilities/commercial etc. in respect to Identified Land (as per **Annexure B** and delineated by red Color) on the Identified Land to be developed, which the First Party are entitled under the Collaboration Agreements, free from all encumbrance of any kind etc of whatsoever nature and on the representation and on the assurance of the First Party, the

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorized signatory

Second Party agreed to Development right and entitlement over 11558 sq. Mtr. as detailed above over the said identified land/Phase-2 free from all encumbrances.

- 3.2 Out of total Development Amount of Rs. 39,29,72,000/(Rupees Thirty Nine crore Twenty Nine lacs and Seventy Two Thousand only), the Owners / First party has received an amount of Rs.6,71,00,000/ (Rupees Six Crore Seventy One Lacs only) in the following manner as advance as per separate endorsement agreement dated 29th Oct, 2021.

Rs. 51,00,000/- through RTGS Dated 23-08-2021 and Rs. 1,00,00,000/- through RTGS Dated 25-08-2021 and Rs. 2,00,00,000/- through RTGS Dated 26-08-2021 and Rs. 70,00,000/- through RTGS Dated 08-09-2021 and Rs. 1,25,00,000/- through RTGS Dated 05-10-2021 and 30,00,000/- through RTGS Dated 28-10-2021 and 20,00,000/- through RTGS Dated 28-10-2021 and and 25,00,000/- through RTGS Dated 28-10-2021 and 50,00,000/- through RTGS Dated 28-10-2021

The balance amount of Rs.32,58,72,000/ (Rupees Thirty Two Crore Fifty Eight Lacs and Seventy Two thousand only) shall be paid by the Second Party to the First Party in the following manner:-

Rs. 4,00,00,000/- by cheue No. 000622 (ICICI Bank) dated 30-11-2021 and
Rs. 5,00,00,000/- by cheue No. 000623 (ICICI Bank) dated 30-12-2021 and
Rs. 5,00,00,000/- by cheue No. 000624 (ICICI Bank) dated 30-01-2022 and
Rs. 1,00,00,000/- by cheue No. 000625 (ICICI Bank) dated 30-02-2022 and
Rs. 5,00,00,000/- by cheue No. 000626 (ICICI Bank) dated 30-03-2022 and
Rs. 5,00,00,000/- by cheue No. 000627 (ICICI Bank) dated 30-04-2022 and
Rs. 5,00,00,000/- by cheue No. 000628 (ICICI Bank) dated 30-05-2022 and
Rs. 2,58,72,000/- by cheue No. 000629 (ICICI Bank) dated 30-06-2022

- 3.3 The First Party agrees and confirms that the second party shall have a right to take /recover any amount from the allottee/ prospective buyer on account of extra charges of the sell unit / flat in phase-2/ identified land at his own responsibility.

4. COMMON AREA

- 4.1 The development of the common Areas and facilities for any part of Phase-2 of the Project on the Identified land shall be the responsibility of the Second Party Including and not limited to towards development of, common facilities for the phase-2 of the project like horticulture, landscaping, common services & amenities, boundary wall etc and common infrastructure is hereinafter referred to as 'Common Area'.

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

- 4.2 That the First Party and Second Party agree that there shall be no demarcation of the open spaces for the entire Land and that all open spaces in the Entire Land shall be open to all allottees/occupants of Phase-1 and Phase-2 of the Project. Similarly, the podium areas and green areas shall also be open to all allottees/occupants of Phase-1 and Phase-2 of the Project.

5 REPRESENTATIONS AND OBLIGATIONS OF THE FIRST PARTY:

- 5.1 To keep the title in respect of the Said Sub divided Land i.e. Phase-2 free from all encumbrances and not to enter into any Agreement or arrangement and/or to create any right/title/interest in any manner whatsoever in favor of person(s)/ Company/Partnership/ Proprietorship other than the Second Party in respect of the Said Identified Land.
- 5.2 To keep the Second Party indemnified against any claim/claims or demands or against any defect in the title in respect of the Identified land or otherwise due to non- production of any document required/ communication from Govt. Agency, which is in the custody of the First Party.
- 5.3 To provide the Second Party copies of all communications received from various authorities regarding the said Entire Land and the approval/sanctions which may be relevant for commencement and completion of the Phase-2 of the project and to sign and execute all necessary documents as may be required by concerned authorities for smooth execution of developmental work over the Identified Land.
- 5.4 The First Party hereby agrees and confirms that the Identified land shall be used entirely by the Second Party in form and manner as may be deemed appropriate by the Second Party and that the First Party shall have no right, title and / or claims over any additional FAR that may become available in relation to the Identified Land.
- 5.5 The First Party shall, at all times, comply with the terms and conditions of the Lease Deed, the Allotment letter No. **BRS02/100002B** sub division letter No. **PROP/BRS-02/2010** dt. 27/4/2010 and any other conditions/stipulation as may be imposed by the Government Authorities and shall keep all such documents valid and

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorized signatory

enforceable and the First Party undertakes that it shall not terminate/surrender such document.

- 5.6** The First Party agrees and acknowledges that, based on the assurances, representations and warranties provided by the First Party under this Agreement, the Second Party shall incur substantial expenditure for the construction and development on the Identified Land and the First Party shall not rescind or terminate this Agreement or rescind the rights/ permission/ license so granted to the Second Party unless the Second Party defaults in making payment of the development amount and as per schedule detailed in this agreement.
- 5.7** The First Party, subject to the Second Party, performing its obligations and making payments strictly as per the terms of this Agreement shall not disturb, prevent or interrupt the construction and development activities carried out by the Second Party for the development of the Phase-2 of the Project on the Identified land and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement subject to clause 2.1 of this agreement.
- 5.8** The First Party hereby agrees and confirms that the Second Party shall have the sole right to market, book, allot, transfer, let, and lease the units/super areas in the Phase-2 of the Project on the Identified land to the prospective buyers / transferees at its own responsibility.
- 5.9** The both the parties agreed that all Entry/ Exit Gates of the entire land / project shall be common for any ingress or egress of all residents of the Entire project and shall be regulated by the Common maintenance agency with mutual understanding.
- 5.10** That it has been agreed that the first party shall deal, bear and handle all matters pertaining to the Phase-2 of the Project on the Identified land including recovery, refunds, litigations, levy of charges, waivers, labour disputes/claims, performance responsibilities, taxes, charges government demands , service tax, contractor liabilities etc, if any, till the date of execution of the present agreement at its own

For Rajhans Infratech (P) Ltd

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

cost, and shall also bear all the claims on account of above including legal matter, if any, pending before the Hon'ble Court.

- 5.11 That after receiving the consideration amount as per the present agreement, the first party shall not have any right to interfere in the development/construction work in the phase – 2, in any manner whatsoever.
- 5.12 That the First Party will handover at least 70% NOC's from the allottee of Phase – 1 (NOC annexure already attached)
- 5.13 The first party shall provide copies of all the documents, permissions, resolutions or any other documents required for the purposes of getting the approval, permissions, sanctions from GNIDA and further to get the APF approval from different bank/financial institutions in respect of phase-2. It is agreed that the first party shall extend its full cooperation in getting the permissions, sanctions and approvals from GNIDA and also to get the APF approval from the bank/financial institutions in respect of Phase-2, however, the second party shall bear all the costs and expenses incurred on the permissions, sanctions and approvals from GNIDA.

6 REPRESENTATIONS AND OBLIGATIONS OF THE SECOND PARTY:

- 6.1 The Second Party has full authority and power to develop, construct, market and execute the entire Phase -2 of the Project on the Identified Land at its own cost subject to the terms and conditions of the map sanctioned by the GNIDA and in accordance with applicable laws, rules and regulations and circulars issued by the appropriate authorities.
- 6.2 The Second Party shall register the Phase-2 Project with RERA in its own name. Moreover, Second Party shall be registered with Income Tax Department, TDS, GST, Labor Department ESI, and PF.
- 6.3 Second Party can change the layout of the - Phase-2 without effecting the phase-I & will increase common amenities of Phase-I & Phase-2.

For Rajhans Infratech (P) Ltd.

Director

VRINDA HOMES PVT. LTD.

Authorised signatory

- 6.4 It will develop all internal/external lines of sewer/ water/ plumbing/ drainage/ Fire Fighting etc. of the Phase 2 Project as per the working drawings issued by various consultants from time to time at its own cost.
- 6.5 It will lay and erect electrical distribution and to lay all vertical electrical cables from the LT panel and generator (which are installed in Phase 1) as well as within Phase-2 of the Project at its own cost.
- 6.6 The quality of construction and responsibility of structural safety of the Phase-2 of the Project to be developed and constructed by the Second party under this Agreement shall at all-time lie with Second Party.
- 6.7 The second party agrees that if the plans are to be changed, it will be at the cost of Second party only.
- 6.8 The Second Party shall entirely and solely be responsible and liable for any deviations made from the approved plans of the Phase-2 of the Project and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations from the sanctioned plans.
- 6.9 To deal with and appear before and file applications, certificates and submit/receive information with, as may be required by and under the Applicable Law, any Government Authority in relation, to the Phase-2 of the Project on the Identified Land and necessary for the full, free, uninterrupted and exclusive construction and development of the Phase-2 of the Project on the Identified land.
- 6.10 In case of destruction of the Phase-2 of the Project due to Force Majeure the First Party shall not be liable to make good for the same and Second Party shall repair the same at its own cost and expenses.
- 6.11 Obtaining all requisite approvals, permissions, any additional licenses and sanctions (i) Second Party shall solely be responsible for the entire development of the Phase-2 of the Project including but not limited to (ii) conceptualizing, planning, engineering, procurement, coordination of the Phase-2 of the Project; (iii) appointing and controlling consultants, vendors, contractors in relation to

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development of the Phase -2 of the Project; (iv) timely completion of construction and development of the Phase-2 of the Project; (v) overall marketing and sales of the Phase-2 of the Project (vi) all payments for the same and (vi) compliances with all applicable laws, rules, regulations, notifications, circulars, bye-laws, which may be applicable to the Phase -2 Project on the identified land from time to time.

- 6.12 The Second Party shall be solely responsible for any Liability arising under the UP Real Estate (Regulation and Development) Act 2017, Consumer Forum and all other courts and rules made there under, owing to the activities undertaken as per this Agreement. All liabilities to satisfy the customers/buyer of unit in all aspects of the Phase-2 of the project for the default of Developer, shall vest on Second Party.
- 6.13 To defend act, appear and plead in any of the Court(s) and/or before Central/State Government, local bodies/authorities Income-tax authorities, and custom/excise authorities and in the district courts and also in the appellate Courts including High Court and Supreme Court in relation to the Phase-2 Project on the Identified land.
- 6.14 To do all such acts, deeds and things that may be required for the development and completion of the Phase-2 of the Project or for the compliance of this Agreement.
- 6.15 For the phase-2 of the Project, to appoint, employ or engage consultants, architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons and shall also take third party insurance of such persons.
- 6.16 The Second Party shall obtain all other clearances like sanctioning, zoning, renewal of license etc. for phase-2 of the Project which shall be done by the Second Party at its own costs and expenses. That after approval of Building Plan, the Second Party or their assignee shall be entitle to sale the units at their own and this development agreement is strictly bounds and Second Party and/or their assignee not to play any foul with the prospective buyers of units. Any illegal or unauthorized act or conduct of the Second Party or their assignee shall be treated against public policy and the First Party will not owe any liability towards public at

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large. The Second Party or other assignee shall be solely responsible and liable under law for their own illegal & unauthorized acts and deeds.

- 6.17 To make applications to the concerned governmental authority or semi-governmental authority in respect of and carry out, all the infrastructure work, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub stations and all other common areas and facilities for the proposed buildings of the Phase-2 of the Project to be constructed as may be required by any approval, layout plan, or order of any governmental authority or semi-governmental authority and acquire relevant approvals for obtaining water and electricity connection and approvals for cement, steel and other building materials, if any as the Second Party deems fit.
- 6.18 Generally any and all other acts, deeds and things that may be required for the implementation of the Phase-2 of the Project.
- 6.19 All documents for sale, transfer, allotment of saleable units to be executed with the purchaser, lessees, licensees including Allotment Letter, Unit Buyer Agreement, Agreement to Sell, Conveyance Deed, Lease Deed, License Deed etc. shall be signed and executed by Second Party/ Developer.
- 6.20 Any amounts payable to any of the customers of Phase-2 of the Project upon cancellation/ termination of the Unit in the Phase-2 of the Project shall be refunded by the Second Party. The First Party shall not be liable to refund/ repay any interest, penalty, damages that may be imposed upon Second Party for any delay or deficiency in delivery of the saleable unit, which shall be the sole liability of Second Party in reference to the construction and development of Phase-2 of the Project on the Identified Land. The Second Party will keep the First Party fully indemnified against any other claim, litigations which may occur on account of any such delay or deficiency in service by Second Party.
- 6.21 To abide by the norms and directions laid down in the various NOCs sought by the First Party for the entire project/land such as Environmental Clearance, Central Pollution Clearance, and Fire NOC etc. Under no circumstances provisional terms

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laid down in concerned approvals/ NOCs would be flouted so as to affect Development of the part or whole piece of land allotted to First Party.

- 6.22 All the costs of the Phase-2 of the Project as stated herein right from the day of commencement of construction, till the Phase-2 of the Project is ready for occupation shall be the sole responsibility of the Second Party. Such costs shall also include cost of material and all costs of expenses for completing the Phase-2 of the Project in all respect till it is ready for occupation as per laws and directive of GNIDA, U.P and all other expenses and costs connecting and relating to the same including obtaining of part Occupation certificate and handing over possession of the units to the prospective purchasers.
- 6.23 That the Second Party shall deal, bear and handle all matters pertaining to the Phase-2 of the Project on the Identified land including recovery, refunds, litigations, levy of charges, waivers, labor disputes/claims, performance responsibilities, taxes, charges government demands , service tax, contractor liabilities etc. at its own cost, and shall also bear all the claims on account of above.
- 6.24 That all the employees may be workmen, officials or otherwise who are engaged or working with the said Phase-2 of the Project i.e. directly or indirectly, at the site or otherwise shall be the employees/ officials of the Second party exclusively. All their wages, insurance, accident claim or other dues statutory or contractual or on any other account shall be payable exclusively by the Second party. In such circumstances, on account of any unfortunate happening may be at the site or otherwise in any manner arising/concerning and connected to the proposed Phase-2 of the Project and any compensation in any manner becomes payable either to the workmen/officers or to their heirs or any other account connected and concerning the Phase-2 of the Project, the same shall be exclusive liability of the Second party.
- 6.25 The Second Party agrees that if any changes, additions, alterations, rectification or the like in the Building Plan of the Phase 2 of the Project are necessary for obtaining the occupation/completion certificate, the said additions, alterations, rectification etc. will be carried out by the Second party at its own costs and expenses so that occupation/completion certificate/s is granted by the concerned

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authorities and the First Party shall cooperate with the Second Party for getting the same, entirely at the, cost and consequence of the Second Party.

- 6.26 That the Second Party shall be entitled to apply for, obtain and retain the refund of all fees, deposits, etc. if any, made by it for the various permissions, sanctions, approvals from time to time, from GNIDA/ the concerned authorities.

7 EXECUTION OF SALE DEEDS IN FAVOUR THE PROSPECTIVE SECOND PARTY:

- 7.1 That upon the completion of construction and obtaining of occupation certificate, the Second Party and/or their assignee shall provide information to First Party and/or their nominees so as to enable the First Party and their nominees to file the Deed of Declaration with the appropriate authorities.

8 INDEMNIFICATION

- 8.1 That Second Party hereby agrees to indemnify and hold harmless the First Party, its officers, employees, shareholders, directors and affiliates from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

(i) That any failure on the part of the Second Party to discharge their liabilities and/or obligations under this Agreement, and

(ii) That any willful act of omission or commission, material breach, misrepresentation or misconduct by the Second Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

- 8.2 That without prejudice to the First Party's rights under this Agreement, the Second Party shall indemnify and hold harmless the First Party any or all losses, liabilities, claims, costs, charges, actions, proceedings or third party lawful claims, damages, that have arisen against the First Party or any other person on account of any

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default or breach of building Plan/license or other applicable laws, any order by a governmental authority relating to the Phase-2 of the Project on the Identified land and/or transgression of legal rights of investor or prospective buyers etc. or any other act or omission of Second Party or their assignee which causes financial or any other liability on First Party.

- 8.3 That the Second Party shall further indemnify and hold harmless the First Party for defaults or disputes arising due to payment of all dues to the workers/employees employed by the Second Party for the development of the Phase-2 of the Project on the identified land. The Second Party shall be solely responsible and liable to be in compliance with statutory 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, insurance, labour, cess 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 Second Party and no liability on this account shall fall on the First Party. The Second Party shall also be responsible for any damages to buildings or any damage to roads or ways etc. by frost, rain or intensity of weather up to the date of completion of the Phase-2 of the Project. In case any action/legal proceeding is initiated against the Second Party in terms of this clause the liability of which is to be discharged by the Second Party and the First Party is also impleaded as parties in the said action/legal proceeding, in that event the litigation expenses for defending the interest of the First Party shall also be incurred by the Second Party. The Second Party shall indemnify the First Party for losses [if any] sustained by the First Party.
- 8.4 That the Second Party shall further indemnify and hold harmless the First Party for defaults or disputes arising with the Alotees/Buyers of the units in the Phase-2 Project by the Second Party. All claims and demands during construction shall be settled and cleared by the Second Party and no liability on this account shall fall on the First Party. The Second Party shall also be responsible for any claims of damages to buildings or any damage to roads or ways etc. by frost, rain or intensity of weather up to the date of completion or after the completion of the Project raised by the Alotees/Buyers of the units in Phase-2 Project. In case any action/legal proceeding is initiated against the Second Party in terms of this clause the liability of which is to be discharged by the Second Party and the First Party is

For Rajhans Infratech (P) Ltd.


Director

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also impleaded as parties in the said action/legal proceeding, in that event the litigation expenses for defending the interest of the First Party shall also be incurred by the Second Party. The Second Party shall indemnify the First Party for losses [if any) sustained by the First Party.

- 8.5 The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies as the Parties may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

9 DISPUTE RESOLUTION AND APPLICABLE LAW

9.1 AMICABLE SETTLEMENT

Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall first be resolved by the duly appointed persons of First Party & Second Party amicably mediation before Delhi High Court.

9.2 ARBITRATION

In the event the Parties fail to resolve any dispute amicably within thirty (30) days after one Party has served a written notice on the other Party requesting the commencement of discussions; then such dispute shall be referred to arbitration of three arbitrators, whereby one arbitrator shall be appointed by the Second Party, the other arbitrator shall be appointed by First Party and the third /presiding arbitrator shall be appointed by the two arbitrators so appointed. 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 place and seat of arbitration shall be New Delhi. The Arbitration award shall be final and binding on the Parties and the Parties are 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.

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9.3 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to dispute resolution mechanism mentioned, the Courts of New Delhi alone shall have exclusive jurisdiction in respect of all matters arising in respect of this Agreement.

10 MISCELLANEOUS PROVISIONS

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

10.2 Amendments: This Agreement shall not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

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

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

10.5 Stamp Duty & Registration: The Parties shall get this Agreement duly registered. The cost of registration and stamp duty, GST etc payable shall be borne and paid by the Second Party.

10.6 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification

For Rajhans Infratech (P) Ltd.

Director

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of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective less in writing signed by the Parties.

10.7 Notices: All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by hand, speed post, registered mail, courier or email, return receipt requested at the address stated hereinabove or such other address as may be intimated by either Party to the other Party from time to time. Any notice shall be deemed to have been duly given and received upon receipt. All the notices and the correspondences between the parties shall be shared on the following addresses:-

Details of First Party:-

Name: R.C. GOEL

Address: M-33, Second Floor, Greater Kailash-1, New Delhi 110048

Email ID: ADMIN@EXPRESSTOWER.IN

Contact No. 9811032286

Details of Second Party:-

Name: BABLOO

Address: H. NO. 373, GALI NO.4, RS BLOCK, JHARKHANDI ROAD, BHOLANATH NAGAR, SHAHDARA, EAST DELHI-110032

Email ID: vrindaheritage@gmail.com

Contact No.:

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

For Rajhans Infratech (P) Ltd.

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- 10.9 Assignments:** The Second Party shall not be entitled to transfer and/or assign any of its rights under this Agreement to any third party, without the prior permission of First Party.
- 10.10 Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 10.11 Specific Performances:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 10.12 Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.
- 10.13 Language:** If this Agreement is translated into any language other than English, the English language text shall always prevail.
- 10.14 Termination:** Save and except as permitted under in this Agreement, this Agreement shall not be terminated by either Party.

That the Total Land Area 20034.80 Sq. Meter out of which 8476.80 Sq. Meter has been Developed by First Party i.e. Phase-I. Balance area is 11558 Sq. Meter left out of which 17% (i.e. 2000.00) Sq. Meter Ground Coverage to be Developed by the Second Party & on which Stamp Duty has been paid according Schedule I-B article 5(b)2 in Indian Stamp Act as field by Collector Rate List Gautambudha Nagar Page 72 Column No. i.e. 33000/- Per Square Meter. Which comes Value of Land Rs. 6,60,00,000/- Stamp Rs. 33,00,000/-

For Rajhans Infratech (P) Ltd.

Director

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IRREVOCABLE POWER OF ATTORNEY

This irrevocable power of attorney ("**Power of Attorney**") is executed at Dadri Distt., Gautam Budh Nagar, India and on this day of 29 Oct. 2021, by:

M/s Rajhans Infratech (P) Ltd. a Company registered under the Companies Act, having its registered office at M-33, II-Floor, Greater Kailash-I, New Delhi-110048 acting through its Director Mr. R. C. GOEL (hereinafter referred to as the "**Leaseholder**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

M/s VRINDA HOMES PVT. LTD. a Company registered under the Companies Act, having its registered office at H.NO. 373, GALI NO.4, RS BLOCK, JHARKHANDI ROAD, BHOLANATH NAGAR, SHAHDRA, EAST DELHI-110032 acting through its Director Mr. BABLOO CHOUDHARY (hereinafter referred to as the "**Developer**" / "**Attorney**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

WHEREAS:

- A. The Leaseholder applied for the allotment of the plot for the purpose of development of multistory residential housing project to Greater Noida Industrial Development Authority [hereinafter referred to as **GNIDA**] by way of bid tender system.
- B. The GNIDA, leaseholder being successful bidder, allotted leasehold rights in plot bearing No.GH-06B, Sector-01, Greater Noida [commonly known as Noida Extension] Gautam Budh Nagar, Uttar Pradesh measuring 20034.80 sq. mtrs. Vide vide letter No. Builders/2011/BRS-62/435 in respect of Sub lease measuring 17728.40 sq. mt. and further balance land of 2306.40 sq. mtrs. vide Supplementary letter/allotment dated 01.07.2013 in favour of leaseholder i.e. M/s Rajhans Infratech Private Limited (formerly known as M/s Dilshad Estate Pvt Ltd.) duly registered before the Sub-Registrar, Gautam Budh Nagar, Greater Noida, U.P.

For Rajhans Infratech (P) Ltd.

Director

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- C. After the allotment of the above mentioned plot in favour of leaseholder, the leaseholder developed four towers on the plot on the area measuring 8476.80 Sq. Meter which is being called / hereinafter to as 'Developed Land/ Phase-1'.
- D. The Leaseholder and the Developer entered into a collaboration-cum-development agreement dated 29-10-2021 executed by and between the Leaseholder and the Developer (hereinafter referred to as "**Agreement**"). Wherein the Leaseholder has granted transfer and convey the Development Rights (as defined therein) and construction of the Project/development of the remaining area of the plot (hereinafter referred to as **Identified land/Phase-2**) in accordance with the terms and conditions as stipulated in Agreement.
- E. As per the terms and conditions of the Agreement, the Leaseholder has agreed to provide a power of attorney in favour of the Attorney/developer (*defined hereinafter*) in respect of *inter alia* the development, construction, sale and Marketing of the Project and to exercise all rights and powers in respect of identified land/phase-2 in the manner hereinafter appearing.

KNOW ALL MEN BY THESE PRESENTS THAT the Leaseholder has appointed M/s VRINDA HOMES PVT. LTD. a Company registered under the Companies Act, having its registered office at H.NO. 373, GALI NO.4, RS BLOCK, JHARKHANDI ROAD, BHOLANATH NAGAR, SHAHDRA, EAST DELHI-11—32 acting through its Director Mr. BABLOO CHOUDHARY as its constituted attorney (hereinafter referred to as the "**Attorney**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) to do the following acts, deeds and things in accordance with the terms of the Agreement, namely:

- (a) To develop the Phase-2; to construct, complete and launch the Project in one or more phases and in such manner as may be deemed appropriate by the Attorney and to market accept bookings, allot, sell/lease the Project/Saleable Area to any prospective Allotees/Purchasers as per law.
- (b) To utilize the Total FAR of Phase-2 for development and construction of the Phase 2 and to apply for obtain and utilize the Purchasable FAR(if required), the Commercial FAR and to undertake all acts and deeds in respect of the same only for phase -2.

For Rajhans Infratech (P) Ltd.

Director

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- (c) To take all decisions in relation to the Project to plan, decide upon and implement the design, quality, cost, layout, aesthetics, landscaping, architecture, Marketing, Marketing Strategies etc, of the Phase-2 including to calculate the super built up area/carpet area/exclusive area if required and Saleable Area of the Phase-2.
- (d) To appoint, employ or engage construction management service providers, architects, surveyors, engineers, structural engineer, contractors, sub-contractors, labor workmen, personnel (skilled and unskilled) or other persons/service providers in respect of the Phase-2 to deal with them, to sign and execute all contracts with them and to pay the fees, charges, wages, remuneration and/or salaries of such persons or service providers/
- (e) To collect, receive, retain and recover their entire Phase-2 Receivables in any manner whatsoever from customers of Phase-2.
- (f) To pay proportionate lease rent of Phase 2 of the project to GNIDA from 15.05.2022.
- (g) To negotiate, sign, execute and ratify all agreements, documents, agreements, deeds and writing, as may be required in relation to the Phase-2 from time to time, including but not limited to agreement pertaining to the allotment/ transfer/sale/ lease/licensing of the Saleable Area to the prospective Purchasers/Allotees in such format as may be deemed fit and appropriate by the developer in its sole discretion without any financial implication on First party.
- (h) To open, maintain and operate bank account (including any RERA related account) in respect of the Phase-2 with any bank as the Developer may deem fit in its sole discretion, in accordance with the Applicable Law, and to deposit, transfer and withdraw monies out of the said accounts at its sole discretion, in accordance with the Applicable Law.
- (i) To operate the Bank accounts to *inter alia* do the following:
 - To draw, endorse and sign cheques/ demand drafts, withdraw, transfer or deposit monies and issue necessary instructions, including electronic instructions or otherwise operate the accounts in such manner as the Attorney may deem fit;
 - (i) To transfer the Phase-2 Receivables to any account as the Attorney may deem fit according to law;

For Rajhans Infratech (P) Ltd.

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- (ii) To obtain and receive any/ or all reports, statements, contracts, information about the transactions pertaining to the accounts; and
- (j) To obtain appropriate permissions for the purpose of getting the Phase-2 Approved Project Financials [APF] approval from different banks as per the wish of the attorney.
- (k) To undertake and to execute the Phase-2 with all roles, authorities and entitlements for the execution of the Phase-2. to do all such acts, deeds, things as may be required by the Attorney to obtain all necessary Approvals from RERA Authority, GNIDA, Governmental Authorities, and / or other Persons inter alia for the development, sale, construction and / or Marketing of the Phase-2 by the Attorney or any nominee / agent of the Attorney, including filing applications and required documents for registration of the Phase-2 under RERA.
- (l) To file necessary applications and documents for registration of the Phase-2 under RERA.
- (m) To undertake the construction and development of the Phase-2 as per the Approved Plans.
- (n) To defend, act, appear and plead in any of the Court(s) and/or before Central/ State Government, local bodies/ authorities, Income-tax authorities, and custom/ excise authorities and in the district courts and also in the appellate Courts including High Court and Supreme Court in relation to the Phase-2.
- (o) To apply for and obtain all Approvals in relation to construction, development Marketing, Launch, completion, and implementation and sale/Lease of the project and to obtain all renewals, modification amendments to such Approvals,
- (p) To use the branding/logo/trademarks/intellectual property of the Attorney or such other Person as may be deemed fit by the Attorney in its sole discretion, in relation to the Phase-2 including in all Marketing material such as signboards, billboards, promotional materials, brochures, agreements, allotment documents, correspondences etc. Any branding / logo/ trademark of first party will not be used by the Second party.

For Rajhans Infratech (P) Ltd.

Director

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- (q) To take any action and execute any instruments, document(s) or instruction(s) that the Attorney may deem desirable or necessary, in its discretion and without any need to consult the Leaseholder with respect to the implementation and execution of the Phase-2 including construction, development, Marketing and sale of the Phase-2.
- (r) To incur indebtedness from any bank and financial institution with respect to the Phase-2 and in relation thereto create charge/ mortgage on whole or part of the Phase-2 and/or create any other form of security as may be deemed necessary by the Attorney and to execute all documents, mortgage deeds, no-objection certificates, declarations, affidavits, etc., as may be required by the Attorney in this regard not affecting the First party in any manner.
- (s) Enter into / execute all documents, deeds and things in relation to sale, lease, sub-lease, leave and license with the Purchasers / Allottees / lessees or any third-party.
- (t) Obtain / arrange for consents from Purchaser / Allottees for the construction, development, sale and Marketing of the Project including in relation purchase of any additional FAR in this regard.
- (u) To appoint solicitors, legal advisers, accountants and other professional qualified person to assist the Attorney to carry out the purposes set out herein.
- (v) To construct amenities of the Phase-2 such as club and other general facilities (if mutually agreed), as may be required under Applicable Law / Approvals and as may be deemed appropriate by the Developer/Attorney.
- (w) To act in relation to these premises as fully and effectually in all respects as the Leaseholder could do if personally present.
- (x) To do all such acts, deeds, things as may be required by the Attorney in relation to the Scope.
- (y) To generally to do all acts, matters, deeds and things as may be required in connection with or that may be incidental or ancillary to any of the aforesaid powers of the Attorney.
- (z) Not to burden leaseholder with the financial liabilities except mentioned in the agreement which will be incurred on the Phase-2.

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Director

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(a) The attorney shall exercise the rights granted by this attorney in accordance with law including but not limited to RERA and the relevant Apartment Ownership Act.

(aa) Not to burden leaseholder of any contradiction in Authorities/GNIDA by laws which will incurred in Phase-2.

AND the Leaseholder does hereby ratify and unconditionally and irrevocably agree to ratify and confirm all acts and whatever our said Attorney shall or purport to do or cause to be done by virtue of these presents.

In terms of the Agreement and in pursuance of this Power of Attorney, declares that this Power of Attorney shall at all times be binding on the Leaseholder for all acts done by the Attorney during the subsistence of this Power of Attorney and the Leaseholder shall not revoke it and shall remain valid as stated hereinabove. It is also declared by the Leaseholder that any act, deed or thing done by the Leaseholder in contradiction with the provision hereof shall be void as regards the Leaseholder vis-à-vis third parties and the provision of this clause will be binding on the Leaseholder and shall have overriding effect over acts, deeds or things done by the Leaseholder in contradiction with the above powers given to the Attorney.

Any capitalized term used but not defined in this Power of Attorney shall have the meaning given to it in the Agreement.

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

S. D. K. S.
1- SHASHANK KAUSHIK S/O SATI-SHR, Y.K.
KAUSHIK R/O I-636 SAYAZIONHAURCH-1

For Rajhans Infratech (P) LTD.

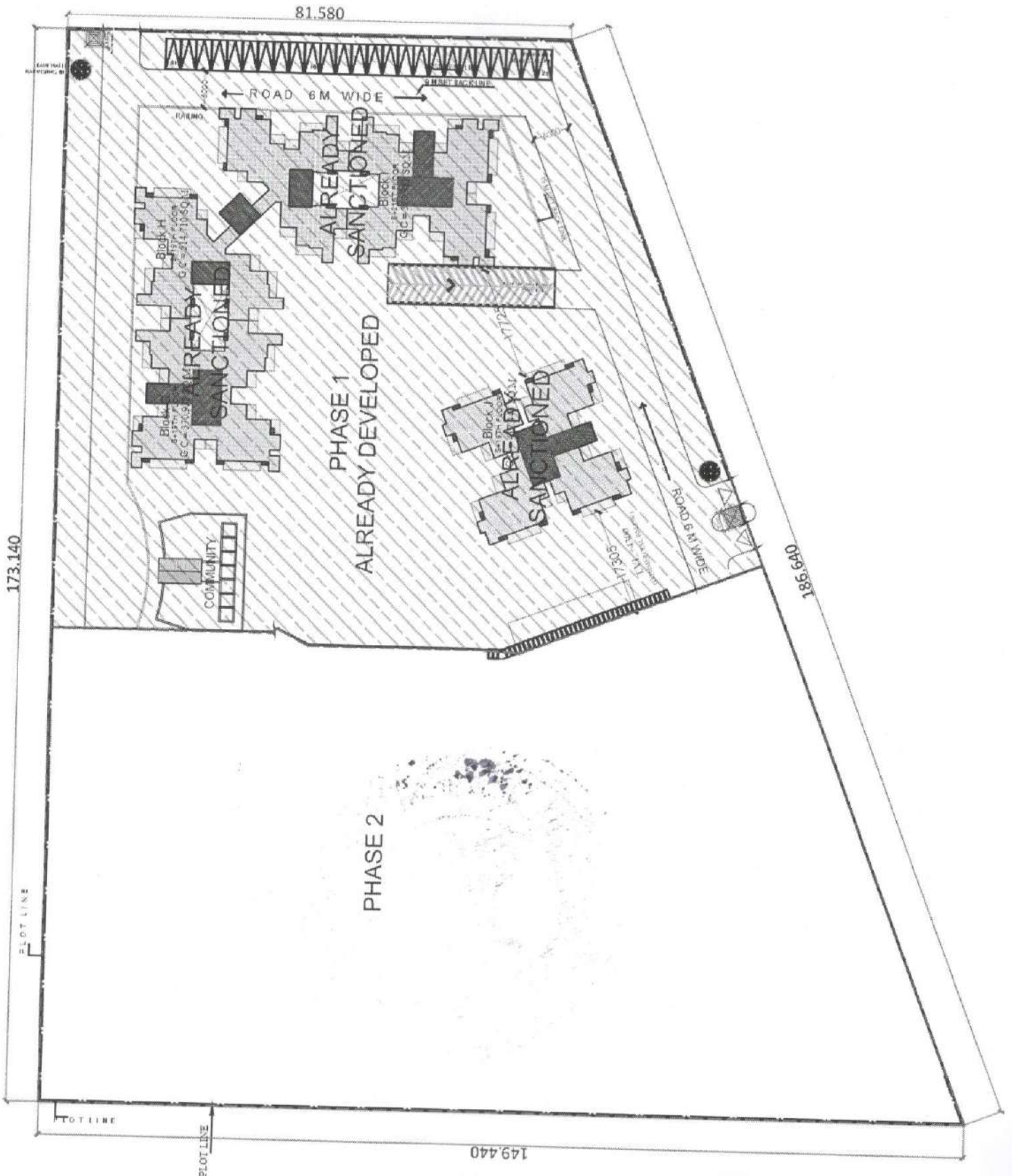
Ant. G. S. Ant. G. S.
2. AMIT GUPTA, S/O Sh. P. I. Gupta
G-6, Nice Appt., 17/41, West Purja Begh,
New Delhi-110026

Leaseholder
Through Mr. R.C. GOEL
Director

VRINDA HOMES PVT. LTD.

Ant. G. S.
Developer / Attorney
Authorised signatory

Through Mr. BABLOO CHAUDHARY
Director



For Rajhans Infratech (P) Ltd.

VRINDA HOMES PVT. LTD.

ACKNOWLEDGEMENT

(NOT TO BE TREATED AS CHALLAN)

(महानिरीक्षक निबन्धन विभाग)**Government of Uttar Pradesh**

Transaction No.: NIB210533156	Transaction Date: 27/10/2021
Assessment Year: 2021-2022	Tax Period: ANNUAL
Name of the Bank:	State Bank of India
Unique Id:	
Depositor Name:	BABLOO
Depositor Address:	Nil

Head	Description	Serial No.	Amount (in Rs.)
003003104010000	दस्तावेजों को पंजीकृत करने का शुल्क	18	660160.00
	Totals of the above heads	--	660160.00

A SUM OF Rs. 660160.00 AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON *State Bank of India* HAS BEEN DEPOSITED BY THE DEPOSITOR.

(Depositor Remarks->None)

THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS : CPABEBKSJ6, Scroll Date:-NA
Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan,
Lucknow referring CPABEBKSJ6 for status of the deposit.

NO OBJECTION CERTIFICATE

To,

Rajhans Infratech Pvt. Ltd.

M-33, 2nd Floor,

Greater Kailash -1,

New Delhi – 110048

I _____ R/o _____
is an allottee of unit bearing No. _____. We hereby give our No Objection to any increase in Floor Area Ratio (FAR) as well as any deviations or alterations undertaken by the developer / builder, M/s. Rajhans Infratech Pvt. Ltd. In respect of the Project Rajhans Residency Situated at Plot No. GH-06B, Sector-1, Greater Noida, (West) subject to sanction/ approval by the concerned authorities. We further have no objection to increase in number of floors/construction in open area / space as a result of above said sanctioned increase in Floor Area Ratio (FAR). We state that we shall also execute any other of further document in this respect for the purpose of being filed before any government authority/agency or any other Forum / Court. We further give our No Objection to any construction work undertaken by the developer/builder/M/s. Rajhans Infratech (P) Ltd Respect of the said increase in Floor Area Ratio (FAR).

(_____)

fe



Rajhans Infratech (P) Ltd.

M-33, 2nd Floor, Greater Kailash-I, New Delhi-110048
Phone : 011-29235238, 29241849, Telefax : 011-29236914
Email : admin@rajhansresidency.net, Website : www.rajhansresidency.net
CIN No.: U74899DL1987PTC026851, RERA No. : UPRERAPRJ6440

RESOLUTION

In the meeting of the board of directors of the company was held on 21st Day of October 2021 at its registered office M-33, Second Floor Greater Kailash-1 New Delhi 110048 at 10:00 AM and it is "RESOLVED that the collaboration agreement finalized with M/s VRINDA HOMES PVT. LTD. for Phase-2 of Rajhans Residency situated at Plot No. GH-06B, Sector -01, Greater Noida West, Gautam Buddha Nagar, Uttar Pradesh is to be registered and for this its Director Mr. R.C. GOEL S/O Late. Shri B.P. GOEL is hereby authorized to complete all the formalities".

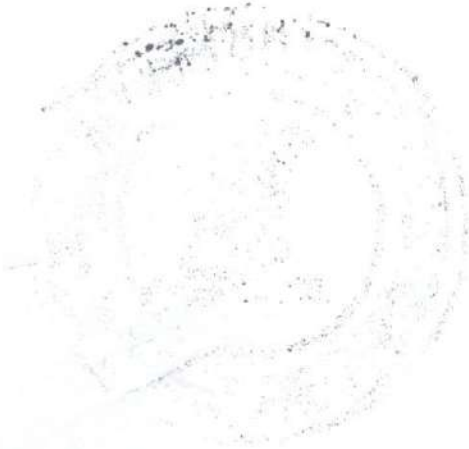
By an order of the Board
For RAJHANS INFRATECH PVT. LIMITED

For Rajhans Infratech (P) Ltd.

(Director)

Director

NEELAM GOEL
DIN: 00994345



IN WITNESS WHEREOF the parties hereto have signed this Agreement in the presence of witnesses on the day, month and year first above written.

WITNESSES

S.D. Kaur
SHASHAN KAUSHIK S/O
SATE SHRI Y.K. KAUSHIK / R/O
I-636 SAKAZION NAURCHY-1
1.

For Rajhans Infratech (P) Ltd.

[Signature]
Director

THE PARTY OF THE FIRST PART/LEASEHOLDER

VRINDA HOMES PVT. LTD.

[Signature]
Authorised signatory

THE PARTY OF THE SECOND PART/DEVELOPER

Amit Gupta
2. AMIT GUPTA,
G-6, 17/41, Nile Aptt,
West Punjabi Bagh, New Delhi - 110026

आवेदन सं०: 202100742046726

बही संख्या 1 जिल्द संख्या 19206 के पृष्ठ 285 से 348 तक
क्रमांक 35634 पर दिनांक 29/10/2021 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी०के० अस्थाना - -

उप निबंधक : दादरी

गौतम बुद्ध नगर

29/10/2021

आवेदन सं०: 202100742046726

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गौतम बुद्ध नगर

29/10/2021