

Non Judicial



4669
**Indian-Non Judicial Stamp
Haryana Government**



Date : 27/09/2022

Certificate No. EA272022I11



Stamp Duty Paid : ₹ 5705000
(Rs. Only)

GRN No. 94755590



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Satish buildwell pvt Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Neel house opp qutab minar

City/Village : Lado sarai

District : New delhi

State : Delhi

Phone: 84*****90

Buyer / Second Party Detail

Name : Advitya residency llp

H.No/Floor : 202

Ward : Na

LandMark : Vikramad

City/Village : Kall

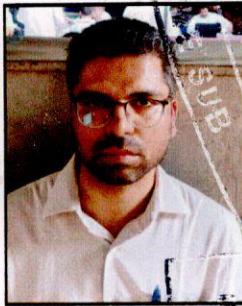
District : New delhi

State : Delhi

Phone : 84**

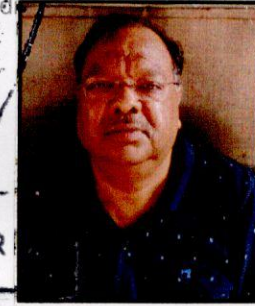
Purpose : COL

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COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION (referred to as 'Agreement' or 'Collaboration Agreement') is executed at Faridabad on this 27th Sep, 2022;

BETWEEN

M/s Satish Buildwell Private Limited, (PAN AAICS4272K) having its registered office at Neel House, Lado Sarai, Opposite Qutab Minar, New Delhi – 110030, through its authorized signatory **SHRI ROHTASH GOLCHHA (AADHAAR NO. 8278-4427-7987)**, son of Shri rajendra Golchha, resident of flat No. 504, The Young's CGHS Limited Plot no. GH-07, Sector-64, Faridabad, District Faridabad, (Haryana), who has been empowered severally to execute this Agreement vide Board Resolution dated **13.09.2022** (hereinafter called the "THE OWNER"/**SBPL**) which expression unless repugnant or opposed to the context thereof includes his heirs, legal representatives, executors, administrators and assigns etc.) the party of the of the **FIRST PART**;

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For **SATISH BUILDWELL PVT. LTD.**

Director/Authorised Signatory

For Advitya Residency LLP

Auth. Signatory

प्रलेख न:4669

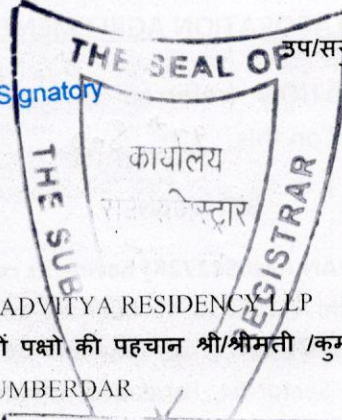
दिनांक:27-09-2022

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	बल्लभगढ़
गांव/शहर	सीकरी
धन संबंधी विवरण	
राशि 285093760 रुपये	स्टाम्प ड्यूटी की राशि 5701875 रुपये
स्टाम्प नं : EA272022111	स्टाम्प की राशि 5705000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:94746982 पेस्टिंग शुल्क 0 रुपये
Drafted By: SELF	Service Charge:0

यह प्रलेख आज दिनांक 27-09-2022 दिन मंगलवार समय 4:23:00 PM बजे श्री/श्रीमती /कुमारी MS SATISH BUILDWELL PVT LTD निवास FBD द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For SATISH BUILDWELL PVT. LTD.


Director/Authorised Signatory

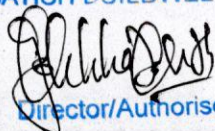


उप/संयुक्त पंजीयन अधिकारी (बल्लभगढ़)

हस्ताक्षर प्रस्तुतकर्ता
MS SATISH BUILDWELL PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS ADVITYA RESIDENCY LLP हाजिर हैं। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी RAJESH RAWAT पिता ADV निवासी BLB व श्री/श्रीमती /कुमारी GAJRAJ पिता LUMBERDAR निवासी UNCHAGAON ने की।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

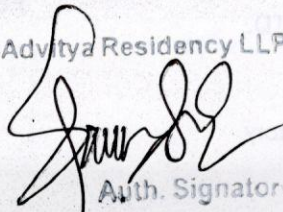
For SATISH BUILDWELL PVT. LTD.


Director/Authorised Signatory

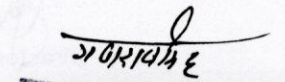
उप/संयुक्त पंजीयन अधिकारी (बल्लभगढ़)

दिनांक 27-09-2022

For Advitya Residency LLP


Auth. Signator

Kr R. K. RAWAT
Advocate
Distt Court, Faridabad


गजराज सिंह नम्बरदार
कैलाश गौड़ा

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And

M/s Advitya Residency LLP, (PAN ABNFA8292N) a Limited Liability Partnership duly incorporated under the LLP Act, 2008, and having its registered office at **Office No- 202, IInd Floor, Vikramaditya Tower, Alaknanda Market, Kalkaji, New Delhi-110019**, through its Designated Partner Mr. Narendra Aggarwal (AADHAAR NO. 7429-5707-5312, PAN AAGPA1441D) SON OF SHRI RAM BILAS AGGARWAL, resident of House No. 467, Sector-21A, Faridabad, Tehsil Badkhal, District Faridabad, who has been empowered to execute this Agreement vide LLP Resolution dated 25.02.2022 (hereinafter called the **"DEVELOPER"**) which expression unless repugnant or opposed to the context thereof includes its successors, representatives and permitted assigns) the party of the **SECOND PART**

(a copy of resolution dated 13.09.2022 referred to above passed by Board of Directors of the OWNER has been appended with this contract as **Annexure-1.**)

(a copy of resolution dated 25.02.2022 referred to above passed by LLP of the DEVELOPER has been appended with this contract as **Annexure-2.**)

(The OWNER and DEVELOPER shall hereinafter collectively be referred to as "Parties" and individually as "Party" as the context may require)

WHEREAS the OWNER has represented themselves as absolute and exclusive owner and in lawful possession of land admeasuring 25.581 acres approx situated in the Revenue Estate of Village Sikri Tehsil Ballabgarh and District Faridabad (Haryana), falling in Sector 143, Faridabad (herein after referred to as **"the said Land"**) and is duly recorded in the revenue records indicating clear title in its favour. The site plan of the land referred to above has been appended with this contract as **Annexure-3**. The site plan is admitted to be true and correct by the OWNER both as per on-site inspection done by the DEVELOPER as well as revenue record. Site plan as provided in Annexure-3 is an integral part of this Agreement.

WHEREAS out of the said land, the OWNER and DEVELOPER has decided to develop and construct on land admeasuring 16.89375 acres approx (**hereinafter referred to as "Phase-2 Land"**) situated in the Revenue Estate of Village Sikri Tehsil Ballabgarh and District Faridabad (Haryana), falling in Sector 143, Faridabad an Affordable Housing Project (hereinafter referred to as **"Housing Complex"**) as per Affordable Housing Policy, 2013 issued by Director Town and country planning Department, Haryana.

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

For Advitya Residency LLP

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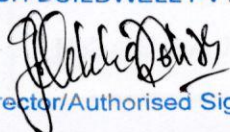
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WHEREAS the developer has agreed to enter into the present collaboration agreement with the OWNER of having clear and marketable title to said land and there is no impediment to enter into the present agreement on the following terms and conditions:

NOW THEREOF THIS AGREEMENT WITNESSETH AS FOLLOWS:

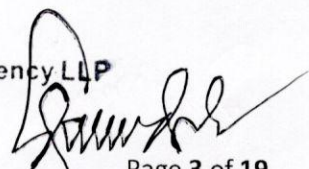
1. That it is agreed between the Parties that the scope of this Collaboration Agreement between the OWNER and the DEVELOPER is limited only to "Phase-2 Land" admeasuring 16.89375 acres approx situated in revenue estate of situated in the Revenue Estate of Village Sikri Tehsil Ballabgarh and District Faridabad (Haryana), falling in Sector 143, Faridabad, for utilizing the same for construction and development of Housing Complex by the DEVELOPER, after approval of the building plan and after obtaining all requisite approvals from the concerned departments.
2. The Owner hereby declare as under :
 - a) That in case any loan, lien or charge of any kind on the said land upto the date of this agreement, the payment of the loan and its interest thereon shall always be responsibility and liability of the OWNER, and in any person claiming right, the DEVELOPER shall not be bound by the said loan. The DEVELOPER shall not be liable for such loan amount. The OWNER shall keep harmless and indemnified to the DEVELOPER. As such it is clear between the parties that the DEVELOPER is entering into the Collaboration Agreement without any lien and charge and whatsoever accepted that shall be the responsibility of the OWNER.
 - b) That the OWNER hereby declares that they have an absolute title to the Said land. However in case there is any loan that would be the responsibility of the OWNER in terms of the Clause stated above. The Phase-2 Land is free from all disputes, court decrees, gifts, mortgages, tenancies or unauthorized occupation, whatsoever nor is it attached by the Income Tax or any other Authorities and the OWNER are fully capable and entitled to enter into this agreement with the DEVELOPER. The OWNER further declares that no notice of acquisition, verbal or written, from any authority has been received by the OWNER in respect of the land. The OWNER and the DEVELOPER further undertake to keep the land unencumbered during the currency of this agreement and till the completion of the Building by the DEVELOPER.

For SATISH BUILDWELL PVT. LTD.


Director/Authorised Signatory

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For Advitya Residency LLP


Auth. Signatory

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- c) The DEVELOPER, at any time, shall be free to book, allot, enter into agreement to sell, rent or deal in any manner with any area developed on the Phase-2 Land, with exclusive right to transfer the same, together with a right to receive payment from the intending purchasers in its own name and enter into any agreement at its own risk and responsibility without any objection or hindrance from the OWNER on execution of this agreement.
- d) That incase of any defect is found in the title in respect of the land owned by the OWNER or their right to transfer the land or any part thereof, or if there are any claims or demands on the land from anybody whatsoever, and if any taxes are payable by the OWNER, till the date of signing of this agreement the same shall be the sole liability of the OWNER, who shall keep the DEVELOPER or their nominees indemnified against all claims and expenses which the builders or their nominees may become liable to pay on this account. Incase there are any claims, Demands, Tax liabilities or any other court order, whatsoever, against the OWNER in relation to the "Phase-2 Land" then it is expressly agreed that the work of the execution and completion of the Building on the land or any matter incidental thereto shall not at any time during or after construction be stopped, obstructed or delayed in any manner whatsoever by the OWNER, if all the terms of this agreement are abided by the Developer.
- e) That all the original papers relating to the said property in the name of the OWNER shall be retained by the OWNER for specific purpose of completing formalities as stipulated in this agreement. However the OWNER is liable to produce the same, as and when required by the DEVELOPER for specific purpose of completing formalities as stipulated in this agreement and to provide power of attorney. The OWNER undertake that they will not misuse or mortgage the original documents. The OWNER shall provide certified attested copies of all the original documents to be retained by the DEVELOPER at the time of signing of this Collaboration Agreement.

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For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

For Advitya Residency LLP

Auth. Signatory

- f) After signing of this Agreement, the OWNER agrees not to deal with the demised Land either for development or in any other manner whatsoever except in accordance with the terms of this Agreement. The DEVELOPER shall undertake the construction work and put up the Project thereon either by itself or through competent contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper. The DEVELOPER and the OWNER shall mutually call for tender or adopt any other method for the purposes of selection of contractors or agents, employees etc., required for construction or other purposes covered by this Agreement. The DEVELOPER and the OWNER shall mutually to choose and decide on the Project architects.
- g) Notwithstanding anything contained in this Agreement the OWNER understands that its liability shall remain as the Partner of **Advitya Residency LLP** (DEVELOPER).
3. DEVELOPER hereby assures, represents, warrants and covenants with and to the OWNER and for the benefit of the OWNER that:-
- i) THE DEVELOPER is a validly constituted LLP under the applicable laws and has all corporate and statutory approvals to enter into this Agreement and in executing this Agreement, it has or will not violate, contradict, any law, Agreement or rights of any third party;
 - ii) The DEVELOPER will not at any time do, cause or permit any nuisance at the Said Land or anything which shall cause unnecessary annoyance or disturbance to any other building/land in the neighborhood;
 - iii) If during the excavation of the Said Land, DEVELOPER discovered any coins or any articles or of public interest or any mines, minerals, gold mines, earth oils and quarries the same shall belong to OWNER and shall assigned legally to OWNER;
 - iv) DEVELOPER shall obtain and maintain compliance of all approvals, permissions, permits, no objection certificates and licenses as may be required relating to the development of the project undertaken by DEVELOPER in terms of the Agreement from any/all authorities whatsoever. DEVELOPER will comply with all the requirement of all the applicable laws from time to time;

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

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For Advitya Residency LLP

Auth. Signatory

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- v) The liability and responsibility of the DEVELOPER shall be for the entire cost of construction of the project including but not limited to the following:-
 - a) the raw material;
 - b) the fees of the Architect(s) and consultant(s);
 - c) the labour charges
 - d) The cost of obtaining / maintaining (complying) all permissions and sanctions;
 - e) The cost of fixtures and fittings installed therein as per specification list attached
 - f) The cost of obtaining and installing electricity connection/load, etc.
- vi) The Housing Complex will be developed and constructed using sound engineering practices and of first class construction in accordance with the specifications mutually agreed with the OWNER and the OWNER shall have full authority to carry out inspection of the said construction, The OWNER will not create any hinderance nor will give any direction to any contractor or any employee or working staff appointed by the DEVELOPER.
- vii) The DEVELOPER shall comply with and ensure strict compliance by its employees, servants and agents of all applicable laws of any Central, State of local bodies and authorities, labour and other laws and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation whatsoever and all actions, claims and demands arising therefrom and/or related thereto.
- viii) The DEVELOPER has taken all necessary action under applicable Laws and its charter documents to authorize the execution, delivery and performance of this Agreement.

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

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For Aditya Residency LLP

Auth. Signatory

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- ix) The DEVELOPER has the financial standing and capacity to undertake the construction of the Housing Complex.
- x) There are no actions, suits, claims, proceedings, or investigations pending or, threatened in writing against the DEVELOPER at law, in equity or otherwise before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the DEVELOPER under this Agreement or which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement.
- xi) The DEVELOPER has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government agency which may result in any material adverse effect or impairment of their ability to perform its obligations and duties under this Agreement;
- xii) The DEVELOPER has complied with all applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect on their financial condition or their ability to perform its obligations and duties under this Agreement;
- xiii) The DEVELOPER is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against it.
- xiv) The DEVELOPER shall be entitled to carry out the development / construction on the Said Land either independently or by appointing contractors / sub-contractors or incur the cost of construction or labour and other charges payable to such contractors / sub-contractors and the OWNER shall in no way be responsible for any failure or default of the DEVELOPER in relation to making any payments to contractors / sub-contractors and the DEVELOPER shall always remain directly liable to the OWNER.

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For SATISH BUILDWELL PVT. LTD.


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For Advitya Residency LLP

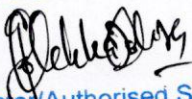
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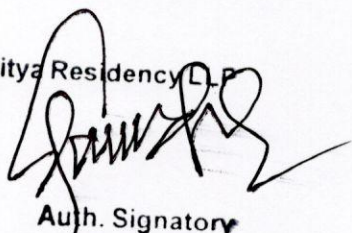
- xv) The DEVELOPER shall complete the construction of the Housing Complex with all the necessary facilities within the time lines prescribed in this Agreement from the date of execution of this Agreement.
4. The DEVELOPER, agrees to commence the construction of the HOUSING COMPLEX after receipt of environmental clearance of the Project. The OWNER agree in accordance with the terms and conditions herein recorded, to allow access to the DEVELOPER for carrying out construction of the Housing Complex and grant of right of way for the said purpose. The DEVELOPER shall have access to the project site for undertaking and completing the task of construction of the project. The DEVELOPER shall have be entitled to carry out the construction of the Housing Complex without any hindrance or interference on the part of the OWNER so long as the DEVELOPER complies with the provisions of this Agreement, including without limitation, the specifications pertaining to the building materials to be utilized in construction of the commercial complex as mutually decided between the Parties. The DEVELOPER shall be bound to ensure that the building materials utilized in construction of the Housing Complex shall be of the same or higher/ better quality and specifications as mutually decided from time to time and shall comply with such specifications. The DEVELOPER shall solely remain responsible and liable for any claim or liability for any defective construction against allottee, transferee, assignees etc. and shall indemnify and hold the OWNER harmless of any claim, damage, costs or losses that may occur due to breach of this clause. In no event shall the OWNER be called upon to satisfy any liability on account of defective /improper/unsafe/ illegal/ construction and utilization of substandard/ defective materials in the building of the commercial complex.
5. That the DEVELOPER undertakes to develop the said HOUSING COMPLEX within a period of 48 months from date of building plan approval or environmental clearance whichever is later.

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For SATISH BUILDWELL PVT. LTD.


Director/Authorised Signatory

For Advitya Residency L.P.


Auth. Signatory

6. That the Building Plans for the proposed Housing Complex have to be revised and prepared in accordance with and in conformity with the Zoning Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the Said Land as may be in force in the area and have been duly verified by the DEVELOPER to its satisfaction. The said building plans for the said Housing Complex shall then be filed for sanction by the DEVELOPER at its own cost for seeking permission to construct within the permissible limits. A final building plan to be implemented to be duly agreed upon by the OWNER & the DEVELOPER.
7. That in addition to the entire amount required for the cost of construction of the said Commercial Complex, the charges and fees of the architect (s) preparation of plans etc. will be to the account of the DEVELOPER.
8. On completion of the construction of the Housing Complex i.e. on receipt of the completion certificate and occupancy certificate from statutory authorities, the OWNER shall proceed to transfer the title / ownership rights in favour of the DEVELOPER / Prospective Buyers. The stamp and registration expenses for registration of sale deed (s) shall be borne exclusively by the DEVELOPER /Prospective Buyers.
9. The DEVELOPER shall not insist for sanctioning of mutation in the revenue record in respect of land over which the Housing Complex is to be implemented.
10. That all permissions / sanctions as may be required for completion of the Housing Complex pursuant to the date of execution of this Agreement shall be obtained by the DEVELOPER at its own cost and expense.
11. That the OWNER hereby undertakes that he shall not create any hindrances or obstructions in the promotion, development and construction of the Housing Complex by the DEVELOPER except when the DEVELOPER is in default of the provisions of this Agreement.

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For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

For Advitya Residency LLP

Auth. Signatory

12. That any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under this Agreement shall be excused if, and to the extent, that such non-performance or delay in performance is caused by Force Majeure. For the purposes of this Clause, "Force Majeure" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

- (a) acts of God, including without limitation fires, storms, floods, earthquakes or lightning;
- (b) wars, hostilities, terrorist acts, riots, civil commotions or disturbances, changes in Applicable Laws adversely affecting or preventing due performance by any Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a Governmental Authority or overseas government, or any agency thereof, sabotage, explosions;
- (c) strikes, lockouts or other concerted industrial actions; and non availability of raw materials.
- (d) any prejudicial order, sanction, rule, regulation or law imposed by any statutory authority or government which has the effect of delaying or stalling the Commercial Complex, provided that the Party concerned has taken all effective steps to secure any preventive order, injunction or appeal against such action.

If such Force Majeure as aforesaid continues for an uninterrupted period exceeding one hundred twenty (120) days, the Parties shall meet forthwith to discuss the consequences of the Force Majeure event and the course of action to be taken to mitigate the effects thereof or to be adopted in the circumstances. In the event, the circumstances are such that the construction of the Housing Complex cannot be proceeded with or completed as between the Parties, the Parties may decide to terminate this Agreement. The OWNER agrees that for the costs, expenses which the DEVELOPER may have incurred till the date of such termination towards construction or completion of the Housing Complex or towards securing approvals, registrations, licenses etc. ('Termination Costs'), the Parties agree that the said

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

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For Advitya Residency LLP

Auth. Signatory

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Termination Costs shall be evaluated and the OWNER shall be paid such Termination Costs to the DEVELOPER. However, while contributing towards the Termination costs, the parties agree to take into account the cost of land given for the project till the date of termination.

13. Personnel assigned by the DEVELOPER

- i) Personnel assigned by the DEVELOPER for construction of the Housing Complex shall, at all times be employees of the DEVELOPER and under no circumstances will such personnel be considered employees of the OWNER.
- ii) The DEVELOPER shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws and the OWNER shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and sub-contractors of the DEVELOPER.
- iii) The DEVELOPER shall use its best efforts to ensure that sufficient personnel are assigned for construction of the Housing Complex, and such personnel have appropriate qualifications to perform the construction and related activities.

14. Liability for the actions of the Personnel

- i) The DEVELOPER agrees to be responsible for managing the activities of its personnel or the personnel of its subcontractors and shall be accountable for both.
- ii) The DEVELOPER shall be the principal employer of the employees, agents, contractors, subcontractors, etc. engaged by it and shall be liable for all the acts, deeds or things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement.

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For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

For Advitya Residency LLP

Auth. Signatory

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- iii) The DEVELOPER agrees to hold the OWNER, its successors, assignees employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the OWNER through the action of the DEVELOPER's employees, agents, contractors, subcontractors, etc.
15. That during the course of construction the OWNER has and shall always have full right to visit the Housing Complex site, to inspect the on-going construction activity, to verify the installation and use of materials so as to ensure that the same are in accordance with the specifications. In case the OWNER are of the opinion that the construction material or quality of construction are not in accordance with the understanding initially reached between the Parties in that event OWNER shall direct the DEVELOPER in writing to remedy / rectify the defects in construction pointed out by the OWNER.
16. That all demands and taxes due and payable in respect of the Said Land upto the date of this Agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf for the land in question shall be borne the DEVELOPER.
17. That the OWNER covenant with the DEVELOPER that he shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter. The OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the OWNER which will adversely effects the OWNER's rights in the Said Land.

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For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

For Advitya Residency LLP
Auth. Signatory

18. That the OWNER undertakes to constitute a lawful attorney, for the DEVELOPER through its authorized signatory jointly and severally by a separate document for keeping, subsisting various requisitions, licenses, permissions, approvals, sanctions, and for doing all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of DEVELOPER's allocation in the building and for all purposes mentioned in the Agreement and in accordance with the draft of power of attorney, approved by the Parties hereto. However, the attorney constituted by the OWNER in terms of this clause shall only be entitled to present for registration any document(s) pertaining to allocated portion of the DEVELOPER after issuance of occupation / completion certificate by the statutory authorities.
19. That the DEVELOPER shall be solely responsible and liable for payment of all dues, taxes or cesses (such as Labour cess) to its construction labour workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third Party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER. DEVELOPER shall indemnify OWNER against any claim/action arising due to non-compliance of the provisions of the Applicable Laws, rules and regulations by DEVELOPER which arise out of or in connection with the employment of any labour for the execution of the Project or otherwise and penalty or any other amount levied by the authorities on the OWNER, shall be recoverable from DEVELOPER.
20. That the DEVELOPER has conducted its due diligence exercise and is fully satisfied with the title and status of the Said Land.
21. That the Developer undertakes to execute all documents / Agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the Housing Complex building at the cost and expense of the said allottees.

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22. That the DEVELOPER shall have temporary make shift site office on the Said Land which shall be demolished or removed on completion of the Project. For the removal of doubt it is clarified that the DEVELOPER shall have only right of way and access rights to carry out the construction of the Commercial Complex on the Said Land and shall not have any other rights, whether expressly or by way of implication or due to its presence on the Said Land or due to presence of its make shift temporary office or signages on the Said Land. All other rights, title, interest in and to the Said Land are expressly retained by the OWNER.
23. That both the parties shall be entitled to specifically enforce this agreement
24. That the Parties hereby declare and agree that these presents do not constitute and the parties do not intend to be a partnership association of persons but a joint venture agreement.
25. That this agreement shall be irrevocable and no changes, modifications or alterations to this agreement shall be allowed.
26. That the Developer shall be responsible for compliance of all terms and conditions of license/provisions of DTCP Acts and Rules till the grant of completion of the project to be developed under this agreement or relived of the responsibility of DTCP whichever is earlier.
27. That it is being agreed that the maintenance responsibility of the complex has agreed to be undertaken by the DEVELOPER after completion of Housing Complex and the maintenance charge will be on the basis of actual expenses plus reasonable amount for administration charges or as per the terms prescribed under the act, rules, policies of Director Town and Country Planning, Haryana.
28. That the name of the Housing Complex /building shall be decided by the DEVELOPER.
29. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall be binding on all the Parties and their successors, administrators, liquidators and assigns.

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30. That the failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
31. That if any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
32. That the Punjab and Haryana High Court alone shall have jurisdiction in all matters arising out of this Agreement.
33. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER only.
34. That any fine or penalty or tax or charges (Expenses) levied or imposed on the said Land as a whole due to some act or omission or commission by any Party shall be borne by that Party alone, and such Party shall keep the other Party indemnified from and against the consequences of any such default.
35. That all originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents shall remain with the DEVELOPER under this agreement, including, without limitation, drafts and reproduction copies thereof, shall be and remain the property of the DEVELOPER. Upon the termination of this agreement or upon request of the OWNER at any time prior or subsequent thereto, the DEVELOPER shall promptly deliver all such material to the OWNER and shall cooperate with the OWNER in the orderly transition of development responsibility to a successor chosen by the OWNER. This Clause shall survive the expiration or earlier termination of this Agreement.

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36. That all the Parties, for themselves and their affiliates, agents, employees, and retained professionals, agree to keep the provisions of this Agreement confidential from third Parties and not to make any public announcements or public disclosures or communicate with any news media with respect to the subject matter hereof without the written consent of the other Party.
37. That it is hereby clarified that the rights granted by the OWNER to the DEVELOPER under this Agreement, to permit development and construction of the Project, shall not be construed as a delivery of possession under Section 53A of the Transfer of Property Act 1882, read in conjunction with the Section 2(47)(v) of the Income Tax Act, 1961.
38. That the rights, duties and obligations of the Parties hereunder are personal in nature and may not be assigned, transferred, delegated or sub-contracted to any third Party without the prior written consent of the other Party hereto. Notwithstanding the foregoing, it is hereby clarified that the DEVELOPER shall have the right to enter into sub-contracts with any third Party, or replace existing sub-contractors with respect to the construction and development of the Project pursuant to the terms of this Agreement.
39. That the DEVELOPER shall indemnify, defend and hold the OWNER harmless from and against any and all accidents, claims, demands, losses, damages, liabilities, law suits and other proceedings, judgments and awards, the reasonable cost and expenses, (including , but not limited to reasonable lawyer's fee) arising directly or indirectly in whole or in part, due to the complete or part failure on the part of the DEVELOPER to execute the Project and/or out any breach of any provision of this agreement or violation of any law whether committed by the DEVELOPER and/ or its employees, agents, successors or assigns and due to failure to secure any permits, approvals, consents, registrations, filings or other formalities prescribed under Applicable Law.
40. That all the parties shall enter into such agreements/MOUs etc or execute undertakings/affidavits etc as may be required/necessary from time to time for meeting the purpose of this agreement and all the parties hereby agrees to abide by the terms and conditions of aforementioned documents signed and executed by other parties.

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41. That all the Parties have represented to each party that they are duly authorized and competent to enter into this agreement and this agreement has been duly entered into among them of their free will.
42. That in the event of any question or dispute arising under, in connection with, incidental to, and /or interpretation or scope of this agreement, or relating thereto, the same shall be referred to arbitration of a sole Arbitrator, to be appointed mutually by the Parties and the decision of the Arbitrator shall be final and conclusive. The provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications, amendments and / or re-enactment thereof from time to time shall apply to such arbitration. The arbitration proceedings shall be conducted in English language only. The Parties shall bear and pay their own costs, charges, and expenses of the proceedings before the arbitrator. That the venue of arbitration shall be at Faridabad, Haryana only. The DEVELOPER hereby agree and understand that the pending of proceedings in any court of law or as provided in this clause shall not provide the DEVELOPER any right to stop the performance of its obligations under this Agreement.
43. That all notices to be served on the OWNER and the DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served to the OWNER or the DEVELOPER within a reasonable time period subject to mode of despatch, i.e. Reg. A.D. post, Speed Post, E-mail, etc. at their respective addressees mentioned herein above. It shall be the duty of the OWNER and the DEVELOPER to inform the each other of any change subsequent to the execution of this Agreement in the above address by registered / speed post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the OWNER/DEVELOPER.
44. That this Agreement may be executed in two or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
45. That nothing contained in this Agreement shall preclude the OWNER from getting the construction work done on any other land for the similar complexes from any other person.

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For Advitya Residency

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

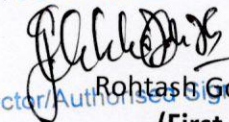
Witness-

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Kr. R. K. RAWAT
Advocate
Distt Court, Faridabad


FOR SATISH BUILDWELL PRIVATE LIMITED

For SATISH BUILDWELL PVT. LTD.


Director/Authorised Signatory
(First Party)

FOR ADVITYA RESIDENCY LLP
For Advitya Residency LLP


Sh. Narendra Aggarwal
Auth. Signatory
(Second Party)


गजराज सिंह नम्बरदार
ऊँचा गाँव, बल्लभगढ़

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Reg. No.

Reg. Year

Book No.

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2022-2023

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पेशकर्ता



दावेदार



गवाह

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- MS SATISH BUILDWELL PVT LTD

दावेदार :- MS ADVITYA RESIDENCY
LLP

For Advitya Residency LLP

गवाह 1 :- RAJESH RAWAT

गवाह 2 :- GAJRAJ

गजराज सिंह नम्बरदार
कैचा गाँव, बल्लभगढ़

Kr R. K. RAWAT
Auth. Signatory
Advocate

गजराज सिंह नम्बरदार
कैचा गाँव, बल्लभगढ़
District Court, Faridabad

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4669 आज दिनांक 27-09-2022 को बही नं 1 जिल्द नं 5 के पृष्ठ नं 167.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 182 के पृष्ठ संख्या 65 से 76 पर चिपकाई गया। यह प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 27-09-2022

उप/संयुक्त पंजीयन अधिकारी (बल्लभगढ़)

