

AUTHORIZATION CERTIFICATE

This is to certify that M/s INFRA PROMOTERS a Proprietorship Firm* through its Proprietor MR. RAJAT KUMAR SAXENA having PAN BCVPS5656L and having its registered office at 3326A,GROUND FLOOR CHANDRAL OK APARTMENT, DLF PHASE-IV, SECTOR-28, GURGAON-122001, is the Authorized Sales Organizer (ASO) of the Company for the purpose of marketing/arranging bookings of Units (residential/commercial) of various Projects of Company/Associate Companies/Subsidiary Companies.

This certificate is valid up to 29-JUN-2025**

ASO Code is ASO-24-4322

Date of Issuance: 29-JUN-2024

For M/s Omaxe Ltd.

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(Authorized Signatory)

* RERA Registration No. RC/HARERA/GGM/362/957/2020/61 (HARYANA)

**Extension of this Certificate is performance based with mutual consent

Note:

- (a) This authorization certificate is issued in continuation of Authorized Sales Organizer Agreement.
- (b) Sales organization activity to be strictly according to terms and conditions of Authorized Sales Organizer Agreement.
- (c) Any violation thereof will lead to cancellation of authorization.
- (d) All future correspondences and bills to quote ASO Code.

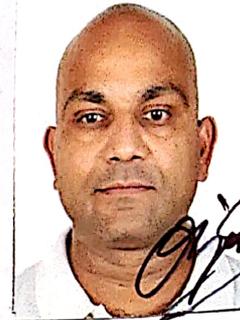
"This is to inform that please make all correspondence with us on our Corporate Office Address only"

OMAXE LIMITED

Corporate Office: 7, Local Shopping Centre, Kalkaji, New Delhi-110019.
Tel.: +91-11-41896680-85, 41893100

Regd. Office: Shop No. 19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon - 122 001,(Haryana)
Toll Free No. 18001020064, Website: www.omaxe.com, CIN: L74899HR1989PLC051918

AGREEMENT



This Agreement is made at NEW DELHI on this 29th day of JUNE 2024

BETWEEN

M/s. OMAXE LIMITED having Corporate Identification Number L74899HR1989PLC051918 and PAN AAAC00171H a Company incorporated under Indian Companies Act 1956, having its registered office at Shop No. 19 B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon 122001, Haryana through its Authorized Signatory Sh. BINOD KUMAR BISHNOI authorized vide Board Resolution dated 18/10/24 [hereinafter referred to as "Company/First Party"] of the One Part;

AND
INFRA PROMOTERS

3326A, DLF-IV, SECTOR-28, GURGAON

{hereinafter referred to as "Real Estate Agent/Second Party"} of the Other Part.

The expressions "Company/First Party" and "Real Estate Agent/Second Party" shall unless repugnant to the context or meaning thereof, mean and include their respective successors, legal executors, assigns, nominees etc. The expression "Company/First Party" shall include its Associate or Subsidiary or Group Company (ies).

WHEREAS the Company is a Real Estate Developer of repute and has executed/is in the process of execution of several housing and commercial projects in the NCR region and other states of India.

AND WHEREAS the Second Party is engaged in the business of arranging/soliciting of bookings of the residential plot, flat, villas, shops, commercial plot/space etc. developed/to be developed by various Real Estate Developers.

AND WHEREAS the Second Party is desirous of being appointed as the Real Estate Agent of the Company for the purpose of soliciting/arranging bookings of residential plot, flat, villas, shops, commercial plot/space etc. in various projects developed/to be developed by the Company or its Associate or Group or Subsidiary Companies has approached the Company for the same.

AND WHEREAS the Second Party has represented and assured the Company that it shall provide proper and effective services as desired and to the entire satisfaction of the Company for the said Services.

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be in consonance with the information declared as per website of Real Estate Regulatory Authority. The Second Party shall declare to the Company its website link for the Company's projects and properties. The Second Party hereby, in terms of the relevant provisions of Real Estate (Regulation and Development) Act, 2016, undertakes that it shall not make any incorrect or false or misleading representation or statement, orally or written, regarding the sale of Properties of the Company on its website which is not in consonance with the information declared as per website of Real Estate Regulatory Authority. In the event Second Party makes any such incorrect, false representation or statement, oral or written to any prospective customer due to which customer(s) suffers any losses, damages, the Second Party shall solely indemnify the customers for such losses, damages suffered by them and the Company shall have no responsibility in this regard.

9. That the Second Party's advertisement shall not carry any offer of discount to the prospective buyers out of commission payable to Second Party. Second Party's sub agent, if any shall not be permitted to advertise. Further, Second Party shall not use logo of the Company in its advertisement etc., unless it is specifically approved by the Company.
10. That the policy regarding the sharing of expenses of the advertisement would be project specific and selection of Real Estate Agent for such sharing would be based on the performance of Real Estate Agent in specific project/as per the discretion of the Company.
11. That it shall be Second Party's responsibility to ensure that the provisions of the Foreign Exchange Management Act 1999, including but not limited to the provisions regarding mode of payment and acquisition of immovable property are complied with by the buyers, who are Non-Resident Indians, person of Indian origin, Foreign Nationals and Foreign Nationals of Indian Origin.
12. That it shall be Second Party's responsibility to comply with the provisions of The Telecom Commercial Communications Customer Preference (Thirteenth Amendment) Regulations, 2013, as amended from time to time. Further, the Second Party undertakes to register all of its telemarketing Landline/ Mobile numbers with the Telecom Regulatory Authority of India (TRAI) for the purpose of telemarketing and for soliciting/ arranging bookings of residential plot, flat, villas, shops, commercial plot/ space etc. in various projects developed/ to be developed by the Company or its Associate or Group or its Subsidiary Companies in compliance of the provisions of The Telecom Commercial Communications Customer Preference (Thirteenth Amendment) Regulations, 2013 as amended from time to time. Further, the Second Party shall be solely responsible towards breach or violation of Regulations of TRAI and the Company shall have no responsibility in this regard.
- 13 (a) The Second Party hereby agrees and undertakes that it is aware about its responsibilities as under required Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder by various State Governments ("RERA") and further undertakes to comply with the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder by various State Governments.

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(b) The Second Party has registered itself/himself as Real Estate Agent under The Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder before concerned State Real Estate Regulatory Authority (ies) and has obtained following Registration number(s) from State Real Estate Regulatory Authority (ies):

- | | |
|----------------------|---------------------|
| (i) Uttar Pradesh | (ii) Haryana |
| (iii) Uttaranchal | (iv) Punjab |
| (v) Himachal Pradesh | (vi) Madhya Pradesh |
| (vii) Rajasthan | (viii) Delhi |

The Second Party shall provide supporting affidavit within 15 days of this Agreement stating that all the required formalities under RERA have been complied with in letter and spirit.

(c) In the event the Second Party makes any breach or violation of The Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder by various State Governments, the Second Party shall be solely responsible for any consequences arising therefrom including payment of any penalty or interest imposed by concerned State Real Estate Regulatory Authority (ies) upon the Second Party and the First Party shall have no responsibility in this regard.

14. That the Second Party agrees and undertakes that it shall not indulge in any unauthorized telemarketing activities nor shall it solicit any product of the Company or its Associate or Group or its Subsidiary Companies nor shall it send any unsolicited commercial communications to clients or prospective customers in the form of SMSes or spurious voice calls on behalf of the Company without the knowledge or authorization of the Company from Landline/ Mobile numbers which are not registered with the TRAI as per the provisions of The Telecom Commercial Communications Customer Preference (Thirteenth Amendment) Regulations, 2013 as amended from time to time.

15. That the Landline/ Mobile numbers of the Second Party registered with TRAI are 9999157990 and . The Second Party ensures and undertakes that the aforesaid Landline/ Mobile numbers provided by it to the Company are not registered with National Do Not Call Registry and in the National Consumer Preference Registry (NCPR) for not receiving commercial messages from any person, entity, agency, etc. Further, the Second Party authorizes the Company to send commercial communications to it in the form of SMSes or voice calls to the aforesaid Landline/ Mobile numbers provided by the Second Party to the Company. Further, the Second Party shall provide a new Landline/ Mobile no. to the Company for future communication, if the existing aforesaid Landline/ Mobile Numbers are registered under aforesaid category.

16. That in consideration of the above services rendered by Second Party, the Company will pay Second Party sales commission @ such percentage on the Basic Sale Price as determined by the Company from time to time in Indian Currency (after TDS, if any) on Properties for which booking is received through Second Party and accepted by the Company.

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That the policy regarding release of sales commission would be project specific and would be communicated to Second Party at the time of finalization of such policy subject to raising of sales commission bills by Second Party. However, the company reserves its right to reconcile/ tally Second Party's commission account from time to time.

18. That the amount of first installment of sales commission due would be paid to Second Party as per project policy decided by the company from time to time and the intending purchaser of the property booked through Second Party has signed & executed the Allotment Letter/ Agreement with the Company and has submitted the same to the company.
19. That the Second Party shall be responsible to comply with the provisions of all applicable Acts, Rules and Regulations with respect to Goods and Service Tax. The Second Party shall provide to the First Party Goods and Service Tax Identification Number (GSTIN) issued to it by concerned authority (ies) which shall be quoted by the Second Party in every invoice/bill for its commission for sale(s) facilitated by it. The Second Party shall provide supporting affidavit stating that all the required formalities under concerned Acts for GST have been complied with in letter and spirit.
20. That the Second Party shall raise the bill of Second Party's commission as per disbursement policy of the concerned Project in proper GST Compliant bill format (Invoice) as a statutory requirement under the Central Goods and Services Tax Act, 2017. Further, if Goods and Service Tax (GST) is applicable to the Second Party as per applicable provisions of law same is required to be claimed along with the commission bill submitted for claim. Both the parties agree that if no GST is claimed separately in the invoice it will be deemed that GST is either not applicable to the second party or amount of commission claimed in the bill is inclusive of GST and the same will be borne by second party. Further, if in the event Second Party is liable to pay applicable GST as per provisions of applicable Acts, Rules and Regulations with respect to Goods and Service Tax and it has failed to make any claim against the Company regarding GST, as applicable vide invoice/bill, then the Second Party shall not be entitled to make any claim against the Company regarding GST, as applicable and the Company shall have no liability in this regard. Furthermore, the Second Party shall deposit the due GST charged from the First Party to the concerned department within stipulated time and furnish a copy of challan/return to us on demand. If the invoice/bill raised by the Second Party is not in accordance with the provisions of Central Goods and Services Tax Act, 2017, the Company may at its discretion reject the same for payment.
21. That the Second Party shall affix its rubber stamp with signature on all the Applications that are booked through it. Kindly note that Second Party shall be entitled to sales commission only on those bookings, the Applications of which are duly filled in (including PAN) and originally signed by the Customers and the same bear Second Party's rubber stamp, Real Estate Agent code, signature etc. and counter-signed by the officials of the Company.
22. That the Second Party shall be entitled for the payment of sales commission only if Second Party are in a position to solicit and the Company accepts the booking, as per Project Policy decided from time to time by the Company for the Properties during the aforementioned period, otherwise Second Party shall not be entitled for payment of any sales commission.

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23. That the Company may provide all brochures or other printed material and glow Sign board for facilitating Second Party to book/reserve the properties of the company.
24. That the Second Party shall ensure that all payments to be made by the customers/allottees by Demand draft/Pay order/cheque would only in favour of such person as directed/ instructed by the Company. The Company shall not be responsible for any cash amount received by the Second Party from the prospective clients/customers, unless and until the Company issues any valid receipt against such cash payment.
25. That the Second Party hereby undertakes to bear and pay applicable Tax Deductible at Source (TDS), other charges, levies, GST, tax impositions etc., levied as per applicable law, rules and regulations with regard to its services to be rendered as per terms of this Agreement. GST claims of the Second Party and method of invoice will be allowed as per provision of clause 20 of this agreement.
26. That in the event of cancellation of any property booked through Second Party by any customers/allottees for any reason whatsoever, Second Party shall not be entitled to any commission for the same property. Any commission already paid in respect of such property will be adjusted from commission of some other property booked through Second Party or the same shall be refunded back. Further that, Second Party has to convey it's no objection vide No Objection Certificate (NOC) within seven days of demand to customers/allottees in each case of cancellation of any property booked through Second Party. In case the desired NOC is not given by Second Party within stipulated time period, the Company reserves the right to cancel the Property & adjust the commission of such property from the commission of some other property booked through Second Party or against the security amount.
27. That the Company shall only be bound by its written representation through brochure or any other printed material and in case Second Party misrepresent facts to the prospective buyers while soliciting the booking for the Company's properties then the Company shall not be responsible for the same and Second Party shall be liable to indemnify the Company and/ or the prospective buyers for any claims, losses or damages arising out of the misrepresentations or wrong commitments by Second Party. Second Party is vicariously liable for all the acts done by Second Party, its agent, associates, representatives etc. in soliciting the business of the Company.
28. That the Second Party shall adhere to the latest pricing schedule of the company's products and the terms and conditions of its payments unless otherwise agreed by the company in writing.
29. That the Second Party shall strictly maintain the confidentiality pertaining to each deal/booking including any other information pertaining to the Company/ prospective buyer and shall not divulge the same to anybody or any competitor of the Company.
30. That the Second Party's appointment is on non-exclusive basis and the Company reserves its right to appoint any other person for selling of its products from time to time and Second Party shall have no objection to it.

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31. That the Second Party shall provide all such after sales services, including but not limited to collection of duly signed and executed Application Form, Allotment Letters, Agreements etc. and submission thereof with the Company within the stipulated period and all other work as directed by the Company from time to time in this regard.

32. That the Second Party shall conduct its business in the manner, which is not prejudicial to the interest of the Company in any way and shall always be transparent in Second Party's dealing with the Company and also with the customers and Second Party shall strictly comply with the aforesaid terms and conditions of this Agreement. In case of any complaint against Second Party's conduct or any breach or violation of the terms and Conditions stated herein or concealment of material facts in the Application form, the Company Shall have the right to terminate this arrangement immediately and forfeit Second Party's interest free Security without any of Second Party's protest or demur and without prejudice to the right of the Company to take any other action it may deem fit and proper in the matter.

33. NOTICES:

That any information or notices required to be given in writing under this Agreement shall be deemed to have been sufficiently given if delivered either personally or by certified mail (return receipt requested, postage prepaid), telex or wire to the address of the respective party set forth below, or to such other address for either party as that party may designate by written notice.

PARTICULARS	FIRST PARTY	SECOND PARTY
NAME		INFRA PROMOTERS
TELEPHONE NO.		
MOBILE NO.		9999151990
EMAIL		Rajato@infrapromoters.com

34. That in case Second Party fail to adhere or commits material breach of any of the terms and conditions as referred above, the Company shall have the absolute right to withhold the sales commission and to cancel Second Party's authorization. Further, this arrangement is for the period mentioned herein above and can be terminated by either party by giving Fifteen days prior notice in writing to the other.

35. That if the Second Party fails to provide aforesaid services to the satisfaction of the Company/First Party, the Company/ First Party shall serve cure notice period of 15 (fifteen) days upon the Second Party. If the Second Party fails to rectify the default, the Company/ First Party shall have discretion to terminate this Agreement which will be effective immediately.

36. That the Company/First Party will monitor the performance of the Second Party and if the Company/First Party concludes at its discretion that the Second Party is lying dormant without any commercial activities so contemplated in this Agreement, then the Company/First Party shall have unilateral and exclusive right to cancel dealership in favour of Second Party.

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37. That if it is found that any activity carried out by the Second Party is against the interest of the Company/First Party and is causing loss of goodwill and reputation of the Company/First Party, then the Company/First Party shall have unilateral and exclusive right to cancel dealership in favour of Second Party.

38. That in case of disputes or differences arising between the parties on any of the matters or their respective rights and obligations contained in this Agreement or relating to interpretation of any provisions herein, such differences or disputes or matters shall be referred to the sole arbitrator to be appointed by the First Party. The arbitration proceedings shall take place at New Delhi and shall be in English language. The provisions of the Arbitration & Conciliation Act, 1996 shall be binding on the parties. Subject to the Arbitration as referred above, the Courts at Delhi shall have exclusive jurisdiction in all the matters arising out of/or touching upon and/or in connection with this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT ON THE DAY, MONTH & YEAR WRITTEN HEREIN ABOVE.

For and on behalf of Company
M/s Omaxe Ltd.
For OMAXE LIMITED
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(Authorized Signatory)


For and on behalf of Real Estate Agent
Rajat Kumar Samra

(Authorized Signatory)

Witnesses:
1.

2.