

Indian-Non Judicial Stamp
Haryana Government

Date: 18/07/2023

Certificate No. TBR2023G14
G.R.N. 105220990

Stamp Duty Paid: ₹ 539000
Penalty: ₹ 0

Seller / First Party Detail

Name: Harpal s/o
H.No/Floor: 0
City/Village: Thana Kalan
Phone: 98****91

Sector/Ward: 0
District: Sonapat
State: Haryana

Buyer / Second Party Detail

Name: Modra Green town realty Private Limited
H.No/Floor: 0
City/Village: Mayapuri
Phone: 98****91

Sector/Ward: 0
District: Delhi
State: Delhi

Purpose: use for Collaboration Agreement

The authenticity of this document can be verified by scanning the QR code through smartphone or on the website <https://njsrtdc.haryana.gov.in>

COLLABORATION AGREEMENT

Land Collector Value Rs. 4,19,30,625/- (Rupees Four crore Nineteen Lakhs Thirty Thousands six hundred twenty five only).

Stamp Duty Worth Rs 8,39,000/- Stamp Duty Eight Lakh Thirty Nine Thousand Rupees
Certificate No. TBR2023G14 G.R.N. 105220990 Dated 18-07-2023.

This collaboration agreement is being made and executed at Kharkhoda on this 03rd day of August 2023 by and between:

Shri Harpal S/o Shri Dilbagh S/o Prithi, Shri Ramesh S/o Shri Dilbagh S/o Prithi, Shri Sarender Singh S/o Shri Dilbagh S/o Prithi, Shri Ravinder S/o Shri Raj Kumar S/o Prithi, Shri Devender S/o Shri Raj Kumar S/o Prithi all resident of Village & Post Office Thana Kalan, Tehsil Kharkhoda, District Sonapat, Haryana and Smt. Mukesh Devi W/o Shri Ramesh S/o Chanderkash R/o 78A, Near Krishna Nursery, Prem Nagar, 46th Stk, Bahawal, Haryana-124001

and Smt. Jyoti W/o Shri Jitender S/o Balwan Singh resident of Kalu Pann Village Khadwain(85), Tehsil Rohtak, Distt Rohtak, Haryana, Shri Jitender S/o Dharampal S/o Ram Narayan resident of Kharikhoda Tehsil Kharikhoda Distt. Sonapat Haryana and Shri Krishan S/o Dharampal S/o Ram Narayan resident of Ward NO. 4, Brahman Mohalla, Kharikhoda Tehsil Kharikhoda Distt. Sonapat Haryana herein after jointly/collectively called as "First Party" (which expression unless repugnant to the context shall mean and include their successors, legal representatives, administrators, executors, nominees, constituted attorney(s) and assignees etc.) of the "FIRST PARTY"

M/s NEXTRA DREAM TOWN REALTY PRIVATE LIMITED, a Private Limited Company duly incorporated as per provisions of the Companies Act 2013 having its registered office situated at Plot No. 4B, District Center, Mayapuri Phase-I Extension, Delhi-110091 (PAN No. AARCC0749F) represented by its Authorized Signatory, Mr. Ajay Pal S/o Sh. Dharam Singh (Aadhaar No. 909294129293) R/o H.No. 836 Kalyan Nagar, Sonapat, Haryana 131001 authorized vide Resolution dated 01/08/2023 to execute this Collaboration Agreement hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the survivors or survivor and its successors, executors, nominees, constituted attorney(s) and permitted assigns of the Second Party:

WHEREAS the First Party declares and represents to the Second Party that they are the sole & absolute owner and having clean & marketable title, free from all sorts of encumbrances, seized & possessed the piece & parcel of land admeasuring 58 Kanai 17 Marla which is equivalent to 7.35625 acres lying & situated in the Revenue Estate of Village & Tehsil - Kharikhoda, Distt. Sonapat, Haryana; (hereinafter referred to as the SAID LAND) and more fully described here in below.

Whereas Shri Harpal S/o Shri Dilbagh S/o Prithi, Shri Ramesh S/o Shri Dilbagh S/o Prithi & Shri Surender Singh S/o Shri Dilbagh S/o Prithi all resident of Village & Post Office Thana Kalan, Tehsil Kharikhoda, District Sonapat, Haryana, each having equal share in 70/117 share and Shri Ravinder S/o Shri Raj Kumar S/o Prithi & Shri Devender S/o Shri Raj Kumar S/o Prithi all resident of Village & Post Office Thana Kalan, Tehsil Kharikhoda, District Sonapat, Haryana, each having equal share in 53/195 share and Smt. Mukesh Devi W/o Shri Ramesh S/o Om Paritash R/o 78A, Near Krishna Nursery, Prem Nagar, Rohtak, Rohtak, Haryana-124001 having 30005 share and Smt. Jyoti W/o Shri Jitender S/o Balwan Singh resident of Kalu Pann



Village Khadwali(85), Tehsil Rohtak, Distt Rohtak, Haryana having 38/385 share in the Land admeasuring 58 Kanal 10 Marla comprised in Khewai No. 979in Khata No. 1081min Killa No.155/14(7-18), 15(7-10), 16(7-12), 17(8-0), 24/1(4-9), 25/1(7-5), 26(0-4), 6(7-12), 7(8-0) total no. pieces 9, total land admeasuring 58 Kanal 10 Marla AND Shri Bijender S/o Dharampal S/o Ram Narayan resident of Kharkhoda Tehsil Kharkhoda Distt. Sonapat Haryana, Shri Krishan S/o Dharampal S/o Ram Narayan resident of Ward NO. 4, Brahman Mohalla, Kharkhoda Tehsil Kharkhoda Distt. Sonapat Haryana both having equal share of Land 0 Kanal 7 Marla comprised in Khewat No. 979min Khata No. 1081min Killa No.155/25(0-7) total no. pieces 1, total admeasuring 0 Kanal 7 Marla and grand total of both land admeasuring 58 Kanal 17 Marla situated at Village Kharkhoda, Tehsil Kharkhoda, Distt. Sonapat, Haryana, as per Jamabandi of Year 2018-2019 and related Mutation No.12568 Sectioned on 30/06/2023.

Whereas the First Party have represented and assured that the said Land is free from all sorts of encumbrances like any default, notice, proceedings, determination of lease, mortgage, agreement, lien, charge, etc, and the Said Land is falling within the limits of Master Plan of KHARKHODA, and its use in the Master plan earmarked as residential, capable for its development for residence either in Group Housing or plotted colony/township.

AND WHEREAS the First Party is desirous of developing the Said Land into a Residential Plotted Colony/Township (hereinafter referred to as the SAID PROJECT), and due to various reasons which includes not possess sufficient land required to obtain license, technical expertise, experience, etc, to develop the said land by inclusion there in more land in a residential plotted colony entering in to this agreement so that the Second Party would perform the required essentials & obligations, on the terms and conditions appearing hereinafter;

Based upon the aforesaid declarations & representations and believing as true, the Second party has agreed to develop the said land into Residential Plotted Colony/Township (Hereinafter referred to as SAID PROJECT), subject to the terms and conditions are mentioned herein this agreement.

Definitions:

In this Agreement, unless repugnant to the meaning or context thereof, wherever the following terms/expressions, occur, they shall be given the meaning assigned to them below:

- 1.1 "Said Land" shall mean land admeasuring 7.35625 Acres(58 Kanal 17 Marla) in the Revenue Estate of village & Tehsil-Kharkhoda, Distt. Sonapat, Haryana, as detailed above.
- 1.2 "Layout Plan" shall mean and include sanction layout plan to develop Said Land in to Residential Colony/Towaship by the Second Party on the Said Land.
- 1.3 "Buyer" shall include person(s) to whom the saleable area and / or spaces in the said Project may be booked / agreed to allot / transfer/sale / assign/lease, etc. by the Second Party in accordance with terms of this Agreement.
- 1.4 "Party" shall mean the First Party and the Second Party individually and collectively as the "Parties". All references to Parties and/or any Party shall, unless repugnant to the meaning or context thereof, be deemed to include their respective successors-in-interest, administrators and authorized legal representatives.
- 1.5 "Said Project" shall mean & include the development of the said land into Residential Plotted Colony/Towaship by obtaining required sanction and other permissions/approvals.
- 1.6 "Agreement" means this Agreement as of date hereof.
- 1.7 "Applicable Laws" mean any statute, law, regulation, ordinance, notification, rule, regulation judgment, order, decrees, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of GOI, Government of Haryana or by any Government/Local Authority (ies) or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.
- 1.8 "Applicable Permits" mean any or all permissions, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and/or approvals of or from any Department(s) and Government Authorities(s) etc., required as per Applicable Laws, at present or in future, in connection with the Said Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in this Agreement.

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- 1.9 **"Common areas, facilities and amenities"** shall mean and include all driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open spaces, common open areas, common green areas, passage-ways and other facilities in the Said Project as maybe provided for common use by the Second Party.
- 1.10 **"Contractor"** means a Person with whom the Second Party may enter into a contract relating to the Said Project and sub-contractors, including contractor for equipment, procurement and engineering and contractors for operation and maintenance and/or any other contractors and sub-contractors, manufacturers or suppliers, as the context may admit or require.
- 1.11 **"External Development Works"** include water supply, sewerage, drains, electrical works and any other work which the appropriate Government Authority may specify to the executed in the periphery of or outside the area of the Said Project for the benefit of the Said Project.
- 1.12 **"External & Internal Development Charges (EDC & IDC)"** mean the Charges payable with respect to the External Development Works & Internal Development Works of the Said Project in accordance with the Applicable Laws and the same shall be borne by the First & Second Party in the ratio of First Party's Allocation areas & Second Party's Allocation areas.
- 1.13 **"Encumbrances"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, litigation, default Notice or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the said Land or Third party claims or rights of any kind attaching to the Said Land.
- 1.14 **"Government Authority(ies)"** including Government of India, Government of Haryana, Town & Country Planning Department of Haryana, HUDA/HSVP, HRERA or any State Government of Governmental department, commission, board, body, bureau, agency, authority, instrumentality or administrative body, central, state or local, having jurisdiction over the Said land, the Said Project or any part thereof, the Parties or the performance of all or any of the services, obligations and covenants of the Parties under or pursuant to this Agreement or any portion thereof.

- 1.15 "Plan" would mean such plan or plans prepared by the Architect for the development of the Said Project as sanctioned by the Government Authority(ies), as the case may be, together with any modifications and/or alterations, which may be necessary and/or required.
- 1.16 "Transfer", with its grammatical variations, shall mean transfer within the meaning of Transfer of Property Act, 1882. However, in case of transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said project to the purchasers thereof.
- 1.17 "Transferee" shall mean a Person to whom any space in the Said Project has been transferred by the Second Party on behalf of the First Party or the Second Party, as the case may be.
- 1.18 "Vacant Possession" means delivery of the possession of the Said Land free from all Encumbrances, restrictions or impediments and the grant of all Easements and all other rights appurtenant or in relation thereto.

2. Interpretations:

- 2.1 References to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- 2.2 Words importing singular shall include plural and vice versa, and words importing one gender only shall include all other genders.
- 2.3 The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not be deemed to be any indication of the meaning of the Articles or Sections to which they relate and shall not effect the construction and interpretation of this Agreement.
- 2.4 The words, "include" and "including" are to be construed without limitation.
- 2.5 Any reference to day shall mean a reference to a calendar day, any reference to month shall mean a reference to a calendar month.

- 2.6 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day.
- 2.7 Any reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- 2.8 Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning.

3. Harmonious Interpretation and Ambiguities within the Agreement

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- 3.1 Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- 3.2 Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
- 3.3 Between any value written in numerals and in words, the latter shall prevail.

4. The Transaction:

- 4.1 The Said Land admeasuring 58 Kanal 17 Marla, equivalent to 7.35625 acres is the subject matter of this Agreement, which is to be developed by the Second Party as the said Project viz. Residential Plotted Colony/Township as per plans to be prepared by the second party and sanctioned by the competent authorities, in terms of this Agreement.
- 4.2 For the implementation of the Said Project, the First Party shall pool the Said Land and the Second Party shall exclusively carry out the development and Completion of the Said Project and shall also market and sell the same as per the marketing policy to be decided by the Second Party.
- 4.3 The First Party undertakes that it will sign, execute and provide all documents, letters, application(s), affidavits, undertaking, SPA, registered Irrevocable GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Second Party or its nominee to sign represents & present before the Competent Authorities as required.

which includes to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development and completion of colony and/or any other necessary approval in respect of the development and completion of the Said land and for giving effect to the terms of this agreement and further to advertise, sell, market, develop, book, allot for sale, execute conveyance deed and receive consideration in its name. First Parties agrees and undertake not to cancel, revoke or modify the said Power of Attorney and shall keep the same in full force till the full implementation and completion of the project and thereafter also.

4.4 The First Party shall facilitate the Second Party at every stage, if so required for signing of any application, affidavit, indemnity bond or other documents, necessary for obtaining requisite permissions, sanctions and approvals to develop the said project from the Competent Authority(ies) and if found necessary shall also appear in person. The First Party further undertakes to produce the original Title Deeds in respect of the land as & when demanded or required, to achieve the object of this agreement.

4.5 The Second Party undertake to develop the Said land at its own cost and expenses and with its own resources after obtaining the requisite licenses, CLU, permissions, sanctions and approvals from all competent authorities and thereafter to develop the Said land by including adjoining land in to Residential plotted Colony for the Said project in terms of sanctioned Plans and Regulations. The First Party agree to irrevocably vest in the Second Party all the powers of the First Party as also all the authority of the First Party as maybe necessary in the discretion of the Second Party for obtaining the requisite licenses, permission, sanctions and approvals for development of the Said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred and borne by the Second Party, however applicable EDC & IDC charges to be borne by the First & Second Party in the ratio of First Party's Allocation share & Second Party's Allocation share in the developed/developable area.

4.6 The Second Party shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Plotted Colony and accord sanction, approval, permission from the competent authorities to develop the same. For this purpose the Developer undertake to engage and employ reputed architect and contractor/sub-contractor at its own cost, expenses as well to join the hand with other company/person who to discharge

the obligations. The Second Party shall apply to the Director General, Town & Country Planning Haryana, Haryana Urban Development Authority(HSVP), HIRERA and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the development of the Said land and adjoining thereto. The Second Party in its absolute discretion may prepare Layout Plan and submit for sanction and further amendment therein.

- 4.7 The First Party shall not incur or borne any 'expenses, except EDC & IDC, as required for the development of the said colony for and all the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, laying services, amenities and facilities to complete the development, as same shall be wholly from the account of the Second Party relating to the said land, however EDC & IDC shall be bear by both the parties in the ratio of their respective allocation areas.
- 4.8 In consideration of the First Party providing the said land and Second Party undertakes to develop the Residential Plotted Colony in terms of this agreement, the parties have agreed to share the developed/saleable Residential, area in the Said Colony in the following manner:
- a. "First Party's Allocation" shall mean plots 1200 sq yds per acer or 8827 Sq. Yards of Residential Area out of the entire developable/developed approved area of the Said Project. The residential area may be allotted under the plot sizes of 100, 150, 200 and 250 Sq. Yards etc. approx. (+ - 10%) in equal ratio to the extent practically possible. Also the First Party; will have proportionate right over the common facility i.e. Roads & Parks.
 - b. "Second Party's Allocation" shall mean all remaining approved/developed area (Except First Party's Allocation Area) either the Residential or commercial or common or institutional, etc.



The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future.

- 4.9 The First Party has handed over the actual vacant peaceful, physical possession of the Said land to the Second Party today itself at the spot on signing of this agreement to enable the Second Party to discharge its part of obligations in terms of this agreement.
- 4.10 The First Party shall not cause any kind of interruption in developing of the residential colony by the Second Party and further booking for sale or transferring of developed area. Further Second party in its absolute discretion may use its Logo and launch the project upon obtaining sanction of Layout, Plan in its name by displaying boards at the site, developing its office, advertising by way of a print or electronic media or other resources.

5. Commencement:

- 5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.

6. Representation and Warranties by the First Party

- 6.1 The Said Land is completely free and clear in all manner of all Encumbrances including prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of Government of Haryana, Government of India or any other Government or Authority or of any other Person or entity), acquisition, requisition, or attachment, lien, court injunction, will, trust, exchange, lease, legal flows, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Said Land and that the First Party possess a clean title in respect of the Said Land;
- 6.2 First Party solely or jointly, has/have not entered into an agreement similar to this Agreement or agreement for, sale or Transfer or development of the Said Land or agreement or arrangement of any nature whatsoever, with any Person, regarding the Said Land or any portion thereof and has not executed any registered or unregistered instrument, deed(s) of power of attorney, MOUs, etc. in favour of any Person other

than the Second Party and/or its nominees to deal with the Said Land or any portion thereof;

6.3 That there, as no notice of default or breach of any law, rules, regulations etc. in respect of the Said Land;

6.4 The First Party, solely or jointly, from the date of execution of this Agreement, shall not Transfer its title and/or rights (including the development rights) And/or interest in the Said Land or create any lien there onto any Third Party or enter into any negotiation or discussion with any Person for Transfer of its title and/or rights (including the development rights) and/or interest in the Said Land or creation of any lien thereon nor shall it enter into any joint development agreement and/or collaboration agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Land nor create any title, interest, charge, mortgage, lien, etc. in the said Land or any part thereof or deal with the same in any manner whatsoever and shall also not part with the possession (including Vacant Possession), whether legal or actual, of the Said Land or any part thereof in favour of any Third Party other than the Second Party.

6.5 The First Party shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the Ownership and title of the Said Plot and/or rights of the First Party therein, which may arise on account of any defect in the rights and/or interest of the First Party and shall keep the Second Party and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Second Party and/or its nominees on the said account and that the First Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the Second Party and/or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be under taken in terms of this Agreement on the Said Land or any part or portion thereof;

6.6 The First Party has agreed that in order to facilitate smooth development of the Project and performing all the obligations recorded herein by the Second Party, the First Party shall appoint, constitute and authorize Second Party or the nominee of the Second Party as Attorney upon execution of this agreement simultaneously, to

shall apply for all applicable permits to the appropriate Government Authority on behalf of the First Party, seeking approvals and sanctions for building plans etc. in respect of the Said Project in terms of this agreement;

- 6.7 The First Party shall sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, registered irrevocable GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Second Party or its nominee to sign represent & present before the Competent Authority(s) as required which includes to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to book, allot for sale and transfer against consideration, to be acknowledged in its name or in the name of its nominee or assignee in respect of First Party and Second Party's developed/developable allocated area.
- 6.8 The First Party, its nominee(s), Affiliates and Associates, shall not interfere with or obstruct the development, construction and Completion of the Said Project on the Said Land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect.
- 6.9 The First Party shall, at no point of time in future, cancel or revoke the authority conferred upon the Second Party and/or nominee of the Second Party, inter alia, for the purpose of applying for and obtaining any of the Applicable Permits for developing the Said Project on the Said Land.
- 6.10 The First Party hereby agrees that from the date of execution of this Agreement, it shall neither directly or indirectly, through any representative or otherwise solicit or entertain offers, negotiate with or in any manner encourage, discuss, consider or accept any proposal of any other Person or entity relating to the acquisition or development of the Said Land or creation of any charge over the Said Land or any part thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever undertaken in terms of this Agreement on the Said Land or any part or portion thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever with respect to the Said

Land with any Third Party and that the Second Party shall have exclusive rights to deal with the Said Land in the manner as agreed between the Parties to this Agreement.

Representations and Warranties by the Second Party;

6.10 It (Second Party) shall fully develop the Said Project and fully complete it in all respects as per the agreed specifications and sanctioned plans. It shall develop the maximum permissible area.

6.11 Subject to:

- a) the handing over of the Vacant Possession of the Said Land by the First Party to the Second Party in terms of this Agreement;
- b) the title of the Said Land being free and remaining (through the period of development and/or construction of the Said Project and/or subsequently) free from all Encumbrances, litigations and other Charges etc.
- c) the Force Majeure Events;
- d) all the necessary and requisite Applicable Permits being duly obtained. The development of the Said Project and bringing the same to the stage of completion and possession of the plot(s)/area comprised in the Said Project will be completed in a phased manner (details whereof shall be prescribed by the Second Party at its sole discretion) by the Second Party within the period prescribed in the Applicable Permits (including sanction of building plans by the concerned Government Authority)

6.12 The Second Party has also represented, unequivocally declared, assured, confirmed and Warranted to the First Party that:

- a) All costs and expenses, except EDC & IDC, in connection with getting all sanctions and approvals of Building Plans and drawings, original, as well as, revised, from Competent Authority / the Concerned Authorities, required for development of the Said Land into said project shall be borne by the Second Party, however EDC & IDC shall be bear by both the parties in the ratio of their respective allocation areas.
- b) The Second Party will appoint consultants and architects of repute for the implementation of the Said Project as envisaged in this Agreement and it will bear the cost of Architect for the preparation of plans and schemes necessary for the development of the said land in to said project.

- c) The development and construction to be carried out on the Said Land shall be of good quality and standards as required and RCC road will be provided in the said project;
- d) the development of the Said Project shall be, as far as practicable, be of uniform standard, and there will be no difference in the quality of construction and materials used in the different portions, which are to be ultimately shared by the Parties meaning thereby, that the whole of the Said Project will be of the same appearance, Specification(s), standards and will proceed at the same stage of development without any distinction of areas of allocation of the Parties;
- e) the Second Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the First Party and/or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be Undertaken in terms of this Agreement on the Said Land or any part or portion thereof.
- f) It, along with its nominee(s), Affiliates and Associates, shall not interfere with or obstruct the development; construction and Completion of the Said Project on The Said Land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect or diminish the marketability of the Said Project or any part or portion thereof;
- g) It (the Second Party) shall, at all times during the period of development, Construction and Completion of the Said Project, provide all such information as is pertinent or relevant to the transaction contemplated herein, to the First Party.

7. Details of Payment;

- 7.1 That the Second Party has paid a sum of Rs. 1,12,77,250/- (Rupees One crore Twelve Lakhs Seventy Seven Thousands Two hundred fifty only), to the First Party as total consideration amount settled between the parties. The details of payment made by the Second Party to the First Party are as follows:-

S. NO.	CHEQUE/UTR NO.	DATED	AMOUNT (IN RS.)	DRAWN ON	IN FAVOUR OF
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1	000052	12.04.2023	5,00,000/-	AU SMALL FINANCE BANK, PREET VIHAR, DELHI-110092	RAMESH
2	000053	12.04.2023	5,00,000/-	--DO--	RAVINDE R
3	000055	12.04.2023	5,00,000/-	--DO--	SURENDE R SINGH
4	000056	12.04.2023	5,00,000/-	--DO--	HARPAL
5	000057	12.04.2023	6,00,000/-	--DO--	DEVENDE R
6	AUBLR 22023041302256183	13.04.2023	7,00,000/-	--DO--	SURENDE R SINGH
7	000023	26.05.2023	10,00,000/-	--DO--	MUKESH DEVI
8	AUBLR 22023071002592682	10.07.2023	3,10,000/-	--DO--	BIJENDER
9	000039	20.07.2023	16,87,000/-	--DO--	HARPAL
10	000040	20.07.2023	16,87,000/-	--DO--	RAMESH
11	000041	20.07.2023	9,87,000/-	--DO--	SURENDE R SINGH
12	000042	20.07.2023	9,90,625/-	--DO--	RAVINDE R
13	000043	20.07.2023	8,90,625/-	--DO--	DEVENDE R
14	000044	20.07.2023	4,25,000/-	--DO--	JYOTI

The First Party hereby acknowledge all the above mentioned payments received by them from the Second Party.

8. Possession;

8.1 The First Party has handed over the Vacant & peaceful Possession of the aforesaid Land in performance of the transaction contemplated in this Agreement, and hereafter the Second Party shall always be entitled to remain in exclusive physical and legal possession of the said Land.

possession thereof till the conclusion of the entire arrangement as agreed to between the Parties in terms of this Agreement.

9. Obligations and Covenants of the First Party;

- 9.1 The First Party shall do all acts, deeds and things or forbear from doing all acts, deeds and things in terms of its representations, declarations, assurances, confirmations and warranties set out in the Recitals and Articles hereinabove and the same shall be treated as obligations and covenants of the First Party.
- 9.2 The First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project.

10. Obligations and Covenants of the Second Party;

- 10.1 Subject to the conditions set out in this Agreement and fulfilment of all obligations and covenants of the First Party under this Agreement, the Second Party shall develop, construct and complete the Said Project.
- 10.2 The Second Party will prepare a blue print layout plan and conceptual plan and other necessary plans/scale models forth best possible Land.
- 10.3 The Second Party shall make adequate provisions for sewage and for supply of water and electricity and shall also undertake design of the Said Project including that of Common areas, amenities and facilities etc.
- 10.4 The Second Party shall, subject to the design constraints, prepare the development/Layout plans for the Said Project so as to get maximum permissible developed area in the Said Project.
- 10.5 The Second Party shall carry out and manage the development of infrastructure including construction of temporary sheds on the Said Land for facilitating development activity and the matters incidental and ancillary thereto.
- 10.6 The Second Party shall, either itself independently or by appointing, at its sole and unfettered discretion at any point of time, Contractors/sub-contractors or other agencies, carry out the construction and development of the Said Project as per the Specifications required by and as agreed to by the Architect and in accordance with the development/layout plans as sanctioned by the concerned/relevant authority provided that any subsequent liability/expenses arising from the Contractors/sub-Contractors or any other agencies engaged by the Second Party to carry out the development/construction of the Said Project on the Said Land shall be the sole responsibility of the Second Party.



- 10.7 In case any portion of job work under this Agreement is sub-contracted, the Second Party shall, at all times be directly responsible for the due performance of each and every obligation under this Agreement and further the Second Party shall indemnify and keep indemnified the First Party from any claim on this account.
- 10.8 The Second Party will be responsible for carrying out all construction and development, and any liability, litigation (including labour dispute) etc., that may arise on account of such construction and development activity shall be borne by the Second Party, as long as such litigation or liabilities do not arise out of the ownership and title of the Said Land and/or out of any deed, act or thing on the part of the First Party, in which case the same shall be exclusively borne by the First Party.
- 10.9 The Second Party shall at its own cost employ or engage contractors Architects, Consultants, Advisors, Workmen, agents and other personnel of high skill and competence for the development of the said Land.
- 10.10 All employees, contractors, workmen, agents and technical experts and personnel who shall be engaged by the Second Party for carrying out the development of the said Land shall be under the control and supervision of the Second Party for all purposes and the Second Party alone shall have the contractual / master-servant relationship with the said employees / personnel. The First Party shall have no liability towards such personnel employed or engaged by the Second Party.
- 10.11 All the emoluments, fees, charges, salary etc. payable to the employees/personnel employed for the development of the said Land shall be borne and paid by the second Party and the First Party under no circumstances shall be in any manner liable for the same.
- 10.12 The Second Party shall be liable for the observance/ compliance of all the laws, rules and regulations governing the employment of such employees / workmen/ personnel and the payments of wages and emoluments or other dues, statutory or contractual.
- 10.13 Any claim raised by any such employees or work personnel shall be against the Second Party, and in the event a claim is raised by such employees or personnel against the First Party the same shall be defended by the Second Party who shall come forward and declare that it is the entity which has employed/contracted/out-sourced the said employees/personnel and that the First Party has no concern whatsoever

With the said employees/personnel and is not liable or responsible for any claim, cost or amount, by such employee/personnel.



10.14 The Second Party shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained or availed and/or made by it for the Project alone (not for any project or purpose other than the Project which is subject matter of this Collaboration) from any bank, Financial institution or any other person, for the purpose of the development of the Project by the Second Party against the security of the said Land, **PROVIDED THAT:**

- a) Second Party does not create any lien, charge, liability on the First Party and/or on the First Party allocation/share in the project.
- b) The loan/credit obtained by the Second Party against the security of the agreed portion of the land and agreed share of Second Party's allocation area shall be used for development of the said project and for no other purpose. The Second Party under no circumstance shall divert the funds to any other project.
- c) The Second Party shall not create any charge or lien or seek any loan advance etc. on the First Party's share/allocation.
- d) The Second Party shall pay and discharge the liabilities incurred by it punctually and promptly and shall keep the First Party fully informed and indemnified at all times against any losses/costs/risks.
- e) The First Party shall facilitate, sign and execute all documents and do all such acts and deeds as may be necessary for creation of mortgage over duly demarcated agreed portion of land.

11. **Mutual and/or Joint Obligations:**

- 11.1 In event of any compulsory acquisition/requisition of the Said Land or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/requisition of the Said Land or any part thereof before the Completion Date or the demarcation and division of the respective allocations of the Parties, whichever is later, both the Parties shall jointly contest the same.
- 11.2 All the land revenue, Taxes, Charges and levies in respect of the Said Land after the date of execution of this Agreement shall be borne and paid by the First Party (or the Nominee of the First Party and/or the Transferees under it) and the Second Party (or its nominees and/or the Transferees under it) in the ratio the ratio of their respectively allocated areas.



12. Maintenance of the Said Project;

12.1 Upon completion of the development and conveyance of the developed area to the prospective Transferee(s), the Said Project shall be maintained by the Second Party or their nominee. All the present or future, occupants-buyers, who would use the Common areas, facilities and amenities shall be governed by the rules framed by Second Party and/or the Maintenance Agency so nominated from time to time. On handing over the possession of the respective plots to the Transferee(s)/Buyers or to the First Party the maintenance of the Said Project will exclusively rest with second party.

13. Space Allocation;

13.1 In consideration of the respective obligations of the Parties, it has been agreed by and between the Parties hereto that after all Applicable Permits including the sanction of the Plans by the concerned authorities for development are obtained, the Second Party shall commence development and the whole of the developed area shall form part of the Said Project. The Said Project shall be comprised in various plots, units, constructed spaces, including areas, which comprise of saleable areas, super areas, common open spaces, Easements etc. and green belts, car parking spaces, etc. tied also any other open spaces, which may be available for use, and both the Parties will carry out the demarcation of their respective allocated areas, which are to be offered for sale to the general public. The area allotted to each of the Parties may be tentatively marked in the draft and approved Plans.

13.2 Upon sanction of the Layout plan/License, the Second Party shall be entitled to exclusively market and sell the proposed developed spaces in the Said Project forming part of the First Party and Second Party's Allocation either through post-launch sale bookings or post-completion sale bookings or pre-launch sale bookings as may be permissible under Applicable law.

14. Marketing

14.1 The final marketing, selling and advertising plan and the pricing of the Plots/Units in the Said Project shall be determined and finalized by the Second Party and all activities related thereto shall be exclusively carried out by the Second Party and/or its group companies, Associates, Affiliates, etc., in any manner as they deem fit.

14.2 On the approval of the Plans for the Said Project (covering the Entire Area of the said Land) by The concerned competent authorities, the Second Party will be entitled to formally launch the Said Project and sell the proposed area forming part of the First Party and Second Party's Allocation under its brand name and collect the advances and make bookings on such terms and conditions as it may deem fit and proper PROVIDED ALWAYS that the First Party's share in the Project shall only be marketed by the Second Party.

15. Power of Attorney:

15.1 That the First Party undertakes to irrevocably constitute the Second Party and/or it's nominee(s) and/or it's assignee(s) as its registered General Power of Attorney for submitting applications to the Government Authorities for obtaining all Applicable Permits including sanction of building plans and doing all acts, deeds and things as may be required for the same and also for the sanctioning, development, construction and Completion of the Said Project and for all purposes mentioned in the said Deed of Power of Attorney till the duration and full implementation of this Agreement in all respects.

15.2 That up on execution of this agreement, the First Party shall also constitute the Second Party vide the aforesaid irrevocable Power of Attorney referred to hereinabove, as its attorney to sell the First Party Second Party's Allocation. The First Party shall not do or cause to do any act, which shall affect the Second Party's right to sell, lease, Transfer or assign its right in the First Party Second Party's Allocations.

15.3 The Second Party's and/or its nominees undertake in their capacity as a Second Party in terms of this Agreement and as an irrevocable attorney of the First Party not to do or cause to be done any act, omission or thing, which may, in any manner, contravene any Applicable Law or which may, in any manner, amount to misuse of any terms of this Agreement or breach of any other provisions of law or which may create a liability for the First Party and herein fully indemnify the First Party from any loss, harm or damage.

16. Indemnity:

16.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (the 'Indemnified Party') harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies



judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) (hereinafter referred to as "the Damages"), Suffered or paid by the-Indemnified Party, directly or indirectly, as a result of or arising out of

(i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or

(ii) A breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

17. Sale Documents:

17.1 After obtaining requisite licences, permission required for development and construction of the Said Project, agreement to sell, allotment letter, the conveyance deeds/Sale deeds and the sale letters etc. of the Plots forming part of the First Party's Allocation and that of the Second Party's Allocation shall be signed by the Second Party as the duly constituted irrevocable attorney of the First Party and Second Party.

18. Jurisdiction:

18.1 In case of any dispute arising out of or in connection with this Agreement and its stipulations between the parties or any part of this Agreement and any matter arising out of this agreement the only place of jurisdiction shall be Sonapat i.e. the courts and quasi-judicial authorities at Sonapat shall have exclusive jurisdiction of Courts and quasi-judicial authorities at places other than Sonapat stands specifically excluded.

19. Communications and Notices:

19.1 All documents to be furnished or communications to be given or made under this Agreement shall be in the English language and shall be in writing.

All notices, communications, letters etc. required to be making, serving, communications in terms of the Agreement and/or under these presents shall be in writing and shall be made, served, communicated at the following addresses:

If to the First Party,

Village & Post Office Thana Kalan, Tehsil Kharkhoda, District Sonapat, Haryana

If to the Second Party,



Plot No.48, District Center, Mayapuri Vihar Phase-I Extension, Delhi-110091

- 19.2 If the First Party or the Second Party changes its address or acquires any new address, for notices, communications and letters etc. required by or under this Agreement, the respective party shall immediately notify, in writing, to the other Party.

20. Special Covenants:

- 20.1 That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever, as may be necessary implementing or giving effects to the terms of this Agreement.
- 20.2 Both the First Party and Second Party shall endeavor to work with the spirit of co-operation and shall not work towards the detriment of each other's interest or the interest of the Said Project.
- 20.3 In entering into this Agreement, the Parties recognize that it is impractical to provide for every contingency that may arise in the course of the performance hereof. Accordingly, the Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them in accordance with the terms of this Agreement.
- 20.4 From time to time, the Parties shall take all appropriate actions and execute and deliver, or cause to be executed and delivered, such documents, agreements or instruments, which may be reasonably necessary or advisable to carry out any of the provisions of this Agreement.
- 20.5 From the date of the execution of this Agreement, the First Party will not do anything on or with respect to the Said Land as well as around the Said Land, which will have any Material Adverse Effect on the obligations of either Party under this Agreement in any manner whatsoever including the right of Easements and the rights of Second Party in terms of this Agreement.

21. Force Majeure Event:

- 21.1 "Force Majeure Event" shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance



- (i) is beyond the reasonable control and not arising out of the fault of the Affected Party,
- (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care and
- (iii) has a Material Adverse Effect.

- a) Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire (to the extent originating from a source external to the Said Plot or the Said Project), flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, tsunami, hailstorms, landslides, lightning explosions, whirlwind, cyclone, plagues, exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project on the Said Plot;
- b) Radio active contamination, ionizing radiation;
- c) Epidemic, famine, other epidemic quarantine;
- d) An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;
- e) Major structural repair and/or destruction of infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by Government Authorities and/or statutory authority, change of law, action and/or order by Government Authorities and/or statutory authority, Third Party action, governmental or other authority or any other act of commission or omission or cause beyond the control of the Party affected thereby;
- f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against First Party or Second Party in any proceedings (which are non collusive and duly prosecuted by the Party) for reasons other than failure of First Party or Second Party as the case may be or any Person claiming through or under it to comply with the Applicable Laws, Applicable Permits, etc. or on account of breaches thereof or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;



g) The non-grant of the Applicable Permits for the Said Project and/or development of the Said Land within the stipulated time for the reasons beyond the control of the Affected Party;

h) The change in Law;

i) Any event or circumstances of a nature analogous to the foregoing.

Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, due to Force Majeure Event.

21.2. If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

a) Give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and

b) use reasonable efforts to remedy such occurrence as quickly as possible.

22. Binding Effects;

22.1 That in pursuance of the due performance of the obligations and Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators, nominees and assigns etc. This Agreement shall be read along with all previous understandings/arrangements between the parties pertaining to the Said Land.

23. Assignment.

23.1 The Second Party shall be at liberty to assign or nominate all or any of its rights and obligations under this Agreement to the Group or any of its Joint Venture companies, subsidiaries, parent company and holding company or any other person and perform any/or all its obligations under this Agreement with the assistance of or in collaboration with them.

24. Entire Agreement

24.1 This Agreement alone represents and constitutes the entire agreement and Understanding between the Parties with respect to the subject matter and matters dealt with herein. This Agreement supersedes any and all prior or previous understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the Parties stand rescinded and terminated and cancelled on the date of execution of this Agreement and only this Agreement shall govern the respective rights and obligations of the Parties to this Agreement. There are no prior understandings, representations or warranties except as expressly set forth herein and no rights are granted to either Party except as expressly set forth herein or subsequent to the date hereof in writing and signed by the Party or by a proper and duly authorized representative of the Party to be bound hereby. Each Party hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty, save as expressly set out here in or in any document referred to, herein. This Agreement shall be considered to be the sole depository of the terms and condition agreed upon between the Parties hereto regarding the subject matter of this Agreement and any correspondence between the Parties subsequent to the date of execution of this Agreement will not be looked into for any inference or meaning of this Agreement.

25. Miscellaneous:

25.1 Principal To Principal Basis:

This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship between the Parties hereto and the relationship between the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded herein.

25.2 Authority:

Each of the Party to this Agreement viz. the First Party and the Second Party hereby undertake and declare that they have the necessary power and authority to enter into this Agreement and the respective signatories signing and executing this Agreement on their respective part have the necessary authority and power to enter into, sign and execute this Agreement. The signatories to this Agreement also personally covenant



that they are each duly authorized to execute this Agreement on behalf of the respective party whom they represent.

25.3 No acts to jeopardize the Agreement:

Parties shall not do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.

25.4 No acts to invalidate the Agreement:

The Parties shall not do any act, deed, matter or thing whereby or by means whereof the licence and/or approval granted by any authority for the development of the Said Plot is or may be or likely to be cancelled, terminated or otherwise made invalid and inoperative;

25.5 Performance of all acts for compliance with laws:

The Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or Central laws or terms of licence etc. for the development of the Said Plot.

25.6 Tax Liability:

The Parties shall be responsible and liable in respect of Tax and/or other statutory liabilities with respect to their respective share of area of the Said Project and shall directly meet their respective requirements in this regard.

25.7 Indemnity for Breach:

Each Party shall indemnify other against any claims, demands, actions, loss, damage, costs or expenses suffered by the other(s) as a consequence of any breach of any of the terms of this Agreement.

25.8 The Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.

25.9 That this transaction has taken place at Kharkhoda, and in case, if any disputes arising Out for the interpretation or touching or concerning to the terms recorded herein, same shall be adjudicated in terms of the provisions of Arbitration & Conciliation Act, 1996, by mutual consent referring the matter to the Sole Arbitrator, its decision shall be final & binding. The venue of the proceedings shall be at Kharkhoda.

25.10 Registration:



All costs and expenses including stamp duty and charges and levies as may be found to be payable on the registration of this agreement shall be paid and borne by the second Party alone.

25.11 That the Parties shall apply for development of the land under any prevailing development policy of the Department of Town and Country Planning, Haryana and the Developer shall not require any consent from the First Party for the same as may be deemed fit by the Developer.

25.12 That this Collaboration Agreement shall continuously remain valid and binding between the Parties and shall at all times remain irrevocable. It is further agreed by and between the parties that no amendment, alteration, modification etc. in the terms and condition of the Collaboration Agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana.

25.13 That the Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

25.14 That the First Party shall execute such irrevocable general/special power of attorney(hereinafter referred to as Power of Attorney) in favour of the Developer specifically authorizing its officials, authorized representatives to do all acts, deeds and things which the Developer in its prudence may deem appropriate to obtain license/permissions/sanctions approvals for development and completion of any work over First Parties land and thereafter advertise, sell, market, develop, execute conveyance deed and receive the entire civil consideration in its name. First Party agrees and undertake not to cancel, revoke or modify the said Power of Attorney and shall keep the same in full force till the full implementation and completion of the project and thereafter also.

25.15 That all the parties to this agreement admit and acknowledge and agree with the terms and conditions of this Collaboration Agreement.



25.16 That Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.

25.17 All costs and expenses including stamp duty and charges and levies as may be found to payable on the registration of this agreement shall be paid and borne by the Second Party alone.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THE DATE & PLACER FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Written by Sh. Ravinder Saini Adv. Kharkhoda Sr No. 520 / 13.10.2020

FIRST PARTY

SECOND PARTY

M/s Nextra Dream Town Realty Pvt

Ltd through Ajay Pal 909294183497

Sh. Harpal

629039900574
ASIFH3843E

Smt. Mukesh Devi

405799307566
RDXPKA9808

Sh. Jyoti

966964240386
JABPR364741

Smt. Jyoti

63118726743
RPTAJ52260

Sh. Surender Singh

418110079050
SNPS2576F

Sh. Bijender

646502055736
CKTFS1465G

Sh. Ravinder

671304009558
JEBPR4766A

Sh. Devender

40798937216
DEOPD1036N

Sh. Krishan

769303105755
QYZP56418B

WITNESSES: 102/2/116

1 Virender Numberdar 9896169044

2 Pankaj Lakra Adv. 981121691

Reg. No.

Reg. Year

Book No.

1514

2023-2024

1



पेशकश



इसेदार



सबज



उपलब्धता पंजीकरण अधिकाारी

पेशकश :- हाथार - रमेश 20/2/2023 दिनांक 03-08-2023 को बड़ी में 1 खिस्द में 140 के

श्रीकिरण

इसेदार :- 35 North Main Road, Town Hall, Private Limited Thru Ajay

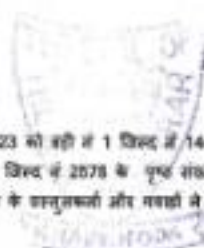
Pal

सबज 1 :- विरुद्ध न.

सबज 2 :- पंचज आकड़ा पंजीकृत

प्रमाण पत्र

प्रमाणित किया जाता है कि यह पंजीकृत क्रमांक 1514 आज दिनांक 03-08-2023 को बड़ी में 1 खिस्द में 140 के पृष्ठ में 179.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बड़ी संख्या 1 खिस्द में 2578 के पृष्ठ संख्या 5 में 25 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के अनुसूचकों और सबजों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।



दिनांक 03-08-2023

उपलब्धता पंजीकरण अधिकाारी (सहस्री)

श्री बिना

03/08/2023 को बड़ी में 1 खिस्द में 140 के
पृष्ठ में 179.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बड़ी संख्या 1 खिस्द में 2578 के पृष्ठ संख्या 5 में 25 पर चिपकाई गयी।

NEXTRA DREAM TOWN REALTY PRIVATE LIMITED

Regd. Add: Plot No. 4B, 2nd Floor, Mayur Vihar District Center, Mayur Vihar Extension, New Delhi-110091, India
CIN: U70100DL2019PTC347314

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF NEXTRA DREAM TOWN REALTY PRIVATE LIMITED HELD ON TUESDAY 01.08.2023 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT PLOT NO. 4B, 2ND FLOOR, MAYUR VIHAR DISTRICT CENTER, MAYUR VIHAR EXTENSION, NEW DELHI-110091

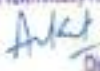
"RESOLVED THAT consent of the directors of the company be and is hereby accorded that **Mr. AJAY PAL** S/o Shri Dharam Singh, R/o H. No.8/36, Kalsan Nagar, Sonapat, Haryana - 131001 is authorized as authorized representative to register and execute the Collaboration Agreement to be executed on behalf of the Company in the office of Sub-Registrar/Registrar of the area concerned and to do all such other acts and things that may be required to be done for executing and registering the Collaboration Agreements on behalf of the Company relating to land situated in the revenue estate of Village Kharkhoda, Sec-2, Kharkhoda, Distt Sonapat, Haryana.

RESOLVED FURTHER THAT power entrusted upon Mr. Ajay Pal, Authorized Representative of Company shall be valid and effective unless revoked earlier by the directors or shall be exercisable by him so long as they are in the employment/associated with the Company."

For and on behalf of the Board of Directors

NEXTRA DREAM TOWN REALTY PRIVATE LIMITED

For Nextra Dream Town Realty Pvt Ltd


Ankit Bansal
(Director)
DIN: 06961350

Director

Non-Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 27/11/2024

Certificate No. TB272024K19

G.R.No. 124343028



Stamp Duty Paid : ₹ 137900

Penalty : ₹ 0

(Rs. One Lakh)

Seller / First Party Detail

Name: Joginder Singh

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Thana Kulan

District: Sonapat

State: Haryana

Phone: 82****79



Buyer / Second Party Detail

Name: Neeta dream town Realty Pvt Ltd

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Mayapuri

District: Delhi

State: Delhi

Phone: 82****79

Purpose: Collaboration Agreement

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

COLLABORATION AGREEMENT

Land Collector Value Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)

1.Stamp Duty Worth Rs.1,37,900/- Certificate No.TB272024K19 Dated 27.11-2024 G.R.
124343028 Dated 27-11-2024

2.Stamp Duty Worth Rs.1,03,800/- Certificate No.TB272024L100 Dated 18.12-2024 G.R.
125385611 Dated 18-12-2024

This collaboration agreement is being made and executed at Kharkhoda-2 on this 19 day of
December, 2024.



ग्रीड संबंधी विवरण

ग्रीड का नाम COLLABORATION
AGREEMENT

तहसील/तहसील-तहसील खरखोटा

माल/सहस्र खरखोटा II

घन संबंधी विवरण

तल्लि 12500000 रुपये

स्टाम्प इन्सूरी की तल्लि 240000 रुपये

स्टाम्प नं. (18721048)18

स्टाम्प की तल्लि 137000 रुपये

इंजिनियरिंग ऑफिस की तल्लि 53000

ECharter:125628561

ऑफिस शुल्क 0 रुपये

अन्य

इंजिनियरिंग स्टाम्प: TER2024L100

इंजिनियरिंग Gema:125285611

इंजिनियरिंग शुल्क: 160000

Drawn By: बरखिज चर्की एगरीकैट

Service Charge:0

यह पत्रांक आज दिनांक 19-12-2024 दिन शुक्रवार रात 3:24:00 PM बजे बीबीएमजी/कुमारी
अभिषेक सिंह वृत्त खरखोटा सिडि विभाग चलाय काले द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



इसकातर प्रस्तुतकर्ता
अभिषेक सिंह

अधिसूचना पंजीकरण अधिकारी (खरखोटा)

उपरोक्त केस/कांड न बीबीएमजी/कुमारी Ms. Nisha Dharma Tower Realty Pvt Ltd के अग्र पक्ष अधिकारी है। प्रस्तुत पत्रांक न
लगाया जा रहा है।

मे कुलकर्णी तथा कल्याणकर एग्रीकैट किया। (होम) चर्की को पत्राचार बीबीएमजी/कुमारी/अभिषेक सिंह 30 विला अग्रोप विडि विभाग
विभागीय न बीबीएमजी/कुमारी पंजीकरण केस/कांड पत्रांक/विडि विभाग/अग्रोप
विभागीय बीबीएमजी के बी।

कांडी नं:1 को इस सम्बन्धित/अधिकारिता के रूप में अग्रोप है तथा यह कांडी नं:2 को प्रस्तुत करता है।

अधिसूचना पंजीकरण अधिकारी (खरखोटा)



Certificate No. TIR2024L100

GRN No. 125385211



Stamp Duty Paid: ₹ 103600

Penalty: ₹ 0

Rs. Two Days

Seller / First Party Detail

Name: Joginder Singh

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Thana Kalan

District: Sonapat

State: Haryana

Phone: 90****36

**Buyer / Second Party Detail**

Name: Nexra Dream Town Realty Pvt. Ltd

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Mayapuri

District: Delhi

State: Delhi

Phone: 90****36

Purpose: Collaboration Agreement

BY AND BETWEEN:

I. Shri. Joginder Singh (Aadhaar No. 5424 7850 9954 PAN CBPS1003C) S/o Baljit Singh S/o Shri Ramphal R/o Thana Kalan, Sonapat, Haryana -131402 herein after jointly/collectively called as 'First Party' (which expression unless repugnant to the context shall mean and include their successors, legal representatives, administrators, executors, nominees, constituted attorney(s) and assignees etc.) of the 'FIRST PARTY'

AND

M/s Nexra Dream Town Realty Pvt. Ltd., a Private Limited Company duly incorporated as per provisions of the Companies Act, 2013, having its registered office situated at Plot No.4B, District Center, Mayapuri Phase-I Extension, Delhi - 110091 (PAN No. AAICC8743P) represented by its Authorized Signatory, Shri Ajay Pal (Aadhaar No.9032 9412 9293) S/o Shri Dharam Singh R/o H.No. 333, Sector-13, Sonapat, Haryana-131001 authorized vide Resolution dated 21-10-2024 to execute this Collaboration Agreement (hereinafter referred to as the 'Second Party' which expression shall, unless repugnant to the context or meaning thereof, the survivors or survivor and its successors, executors, nominees, constituted attorney(s) and permitted assigns of the Second Party.

WHEREAS the First Party declares and represents to the Second Party that they are the sole & absolute owner and having clear & marketable title, free from all sorts of encumbrances, seized & possessed the piece & parcel of land admeasuring 9 Kanal 12 Marla which is equivalent to 1.2 acre lying & situated in the Revenue Estate of Village Kharboda-2 & Tehsil-Kharboda, Distt. Sonapat, Haryana, as per Jamabandi of the Year 2018-2019 (herein after referred to as the SAID LAND) and more fully described herein below:-

Whereas Shri Jaginder Singh (Aadhar No. 5424 7050 9954 PAN CIRPS1903C) S/o Baljit Singh S/o Shri Rampal R/o Thuan Kalan, Sonapat, Haryana -131402 is owner in possession of land admeasuring 9 kanal 12 marla comprised in Khewat No. 527, Khata No. 730, Mutadi No. 156, Killa No. 12 (KK-0M), 14 (KK-12M), total No. pieces 2, both situated in the revenue estate of vill. Kharboda-2, Teh. Kharboda Distt. Sonapat.

WHEREAS the First Party have represented and assured that the said Land is free from all sorts of encumbrances like any default, notice, proceedings, determination of lease, mortgage, agreement, lien, charge, etc, and the Said Land is falling within the limits of Master Plan of



Reg. No.

Reg. Year

Book No.

3775

2024-2025

1



मेकअप



एडिटर



बदल



उपसंयुक्त पत्रिका अधिकारी

मेकअप > अविनंद सिंह

एडिटर > Ms Nandini Dhanraj Reddy Pvt Ltd thru Ajay
Patel

बदल 1 > विनय अश्विनी

बदल 2 > पंकज जगन्नाथ रावरीकर

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रवेश क्रमांक 3775 आज दिनांक 19-12-2024 को यहाँ में 1 किलो में 150 के
वृद्ध में 144.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त यहाँ संख्या 1 किलो में 2618 के वृद्ध संख्या
7 से 26 पर विपणन की। यह भी प्रमाणित किया जाता है कि इस प्रमाणपत्र के प्रस्तुतकर्ता और यहाँ ने
अपने हस्ताक्षर/निर्माण प्रमाण में सत्यापन किया है।

दिनांक 19-12-2024

उपसंयुक्त पत्रिका अधिकारी द्वारा

KHARKHODA, and its use in the Master plan earmarked as residence, capable for its development for residence either in Group Housing or plotted colony/township.

AND WHEREAS the First Party is desirous of developing the Said Land into a Residential Plotted Colony/Township (hereinafter referred to as the SAID PROJECT), and due to various reasons including not possessing sufficient land required to obtain license, technical expertise, experience, etc, to develop the said land by inclusion there in of more land in a residential plotted colony entering in to this agreement so that the Second Party would perform the required essentials & obligations, on the terms and conditions appearing hereinafter;

NOW based upon the aforesaid declarations & representations of the First Party and believing them to be true, the Second party has agreed to develop the said land into Residential Plotted Colony/Township (Hereinafter referred to as SAID PROJECT), subject to the terms and conditions, mentioned herein in this agreement.

4. DEFINITIONS:

In this Agreement, unless repugnant to the meaning or context thereof, wherever the following terms/expressions, occur, they shall be given the meaning assigned to them below:

- 1.1 "Said Land" shall mean land comprising 1.2 Acres (9 Kanal 12 Marh) in the Revenue Estate of village Kharkhoda-2 & Tehsil-Kharkhoda, Dist. Sonapat, Haryana, as detailed above.
- 1.2 "Layout Plan" shall mean and include sanction layout plan to develop the Said Land into Residential Colony/Township by the Second Party.
- 1.3 "Buyer" shall mean & include person(s) to whom the saleable area and / or spaces in the said Project may allotted, transferred, assigned, conveyed, sold, etc. by the Second Party in accordance with the terms of this Agreement.
- 1.4 "Party" shall mean the First Party and the Second Party individually and collectively as the "Parties". All references to Parties and/or any Party shall, unless repugnant to the meaning or context thereof, be deemed to include their respective successors-in-interest, administrators, assigns and authorized legal representatives etc.



- 1.5 "Said Project" shall mean & include the development of the said land along with other lands, if any, into Residential Planned Colony/Township by obtaining required sanction and other permissions/approvals.
- 1.6 "Agreement" means this Agreement as on the date hereof.
- 1.7 "Applicable Laws" mean any statute, law, regulation, ordinance, notification, rule, regulation judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration of GOI, Government of Haryana or by any Government/Local Authority(ies) or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.
- 1.8 "Applicable Permits" mean any or all permissions, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and/or approvals of or from any Department(s) and Government Authority(ies) etc., required as per Applicable Laws, as present or in future, in connection with the Said Project and for undertaking, performing or discharging the obligations or fulfilment of the purposes as contemplated in this Agreement.
- 1.9 "Common areas, facilities and amenities" shall mean and include all driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open spaces, common green areas, passage-ways and other facilities in the Said Project as maybe provided for common use by the Second Party.
- 1.10 "Contractor" means a Person with whom the Second Party may enter into a contract relating to the Said Project and sub-contractors, including contractor for equipment, procurement and engineering and contractors for operation and maintenance and/or any other contractors and sub-contractors, manufacturers or suppliers, as the context may admit or require.
- 1.11 "External Development Works" include water supply, sewerage, drains, electrical works and any other work which the appropriate Government Authority(ies) may specify to be executed within the periphery of or outside the area of the Said Project for the benefit of the Said Project.
- 1.12 "External & Internal Development Charges (EDC & IDC)" mean the Charges payable with respect to the External Development Works & Internal Development

Works of the Said Project in accordance with the Applicable Laws and the same shall be borne by the First & Second Party in the ratio of First Party's Allocation areas & Second Party's Allocation areas.

- 1.13 "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, litigation, default Notice or priority of any kind having the effect of security or other obligation or restriction and shall also include physical or legal obstructions or encroachments on the said Land or Third party claims or rights of any kind attaching to the Said Land.
- 1.14 "Government Authority" means Government of India, Government of Haryana, Town & Country Planning Department of Haryana, HUDA/HSVP, HRERA or any State Government department, commission, board, body, bureau, agency, authority, instrumentality or administrative body, central, state or local, having jurisdiction over the Said land, the Said Project or any part thereof, the parties or the performance of all or any of the services, obligations and covenants of the parties under or pursuant to this Agreement or any portion thereof.
- 1.15 "Plan" would mean such plan or plans prepared by the Architect for the development of the Said Project & sanctioned by the Government Authorities, as the case may be, together with any modifications and/or alterations, which may be necessary and/or required for the said project.
- 1.16 "Transfer", with its grammatical variations, shall mean transfer within the meaning of Transfer of Property Act, 1882. However, in case of transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said project to the purchaser thereof.
- 1.17 "Transferee" shall mean a Person to whom any space in the Said Project has been transferred by the First Party or the Second Party, or the First Party on behalf of the Second Party or the Second Party on behalf of the First Party as the case may be.
- 1.18 "Vacant Possession" means delivery of the possession of the Said Land free from all encumbrances, restrictions or impediments and the grant of all Easements and all other rights appurtenant or in relation thereto.

2. INTERPRETATIONS:



- 2.1 References to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- 2.2 Words importing singular shall include plural and vice versa, and words importing one gender shall include all the genders.
- 2.3 The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not be deemed to be any indication of the meaning of the Articles or Sections to which they relate and shall not affect the construction and interpretation of this Agreement.
- 2.4 The words "include" and "including" are to be construed without limitation.
- 2.5 Any reference to Day shall mean a reference to the English Calendar Day, any reference to Month shall mean a reference to the English Calendar Month.
- 2.6 Any reference to period commencing "from" a specified day or date and "until" or "until" a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day.
- 2.7 Any reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- 2.8 Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning.
3. HARMONIOUS INTERPRETATION AND AMBIGUITIES WITHIN THE AGREEMENT.
- In case of any ambiguity or discrepancy within the Agreement, the same shall be resolved in the following manner:
- 3.1 If between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- 3.2 If between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except in expressly provided in the Agreement or the Appendices.
- 3.3 If between any value written in numerals and in words, the latter shall prevail.
4. THE TRANSACTION:
- 

- 4.1 The Said Land measuring 9 Kanal 12 Marla, equivalent to 3.2 acres is the subject matter of this Agreement, which is to be developed by the Second Party as the said Project viz. Residential Plotted Colony/Township as per plans to be prepared by the second party and sanctioned by the competent authorities, in terms of this Agreement.
- 4.2 For the implementation of the Said Project, the First Party shall pool the Said Land and the Second Party shall exclusively carry out the development and Completion of the Said Project and shall also market and sell the same as per the marketing policy to be decided by the Second Party.
- 4.3 The First Party undertakes that it will sign, execute and provide all documents, letters, application(s), affidavits, undertaking, SPA, registered irrevocable GPA, resolutions, attorney's of whatsoever nature as may be required in favour of the Second Party or its nominee to sign represents & present before the Competent Authority(s) as required which includes to obtain license, change of land use, Zoning, Layout Plan, permissions from other authorities, connections of amenities, development and completion of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to advertise, book, allot for sale, sell, market, develop, execute conveyance deeds and receive consideration in its name. The First Party agrees and undertakes not to cancel, revoke or modify the said power of attorney and shall keep the same in full force till the full implementation and completion of the project and thereafter also.
- 4.4 The First Party shall facilitate the Second Party at every stage, if so required for signing of any application, affidavit, indemnity bond or other documents, necessary for obtaining requisite permissions, sanctions and approvals to develop the said project from the Competent Authority(ies) and if found necessary shall also appear in person. The First Party further undertakes to produce the original Title Deeds in respect of the land as & when demanded or required, to achieve the object of this agreement.
- 4.5 The Second Party undertake to develop the Said land at its own cost and expenses and with its own resources after obtaining the requisite licenses, CLU, permissions, sanctions and approvals from all competent authorities and thereafter to develop the Said land by including adjoining land in to Residential plotted Colony for the Said project in terms of sanctioned Plans and Regulations. The First Party agree to irrevocably vest in the Second Party all the powers of the First Party as also all the authority of the First Party as maybe necessary in the discretion of the Second Party for

obtaining the requisite licenses, permission, sanctions and approvals for development of the Said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred and borne by the Second Party, however applicable EDC & IDC charges to be borne by the First & Second Party in the ratio of First Party's Allocated share & Second Party's Allocated share in the developed/developable area.

- 4.6 The Second Party shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Plotted Colony and obtain sanction, approval, permission from the competent authorities to develop the same. For this purpose the Second Party undertake to engage and employ reputed architect and contractor/sub-contractor at its own cost, expenses as well to join hands with other company/ person also to discharge the obligations. The Second Party shall apply to the Director General, Town & Country Planning Haryana, Haryana Urban Development Authority/HISVP, HREERA and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the development of the Said land and adjoining thereto. The Second Party in its absolute discretion may prepare Layout Plan and submit for sanction and further amendment therein.
- 4.7 The First Party shall not incur or borne any expenses, except EDC& IDC as required for the development of the said colony for and all the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals thereto including scrutiny fees, license fees, conversion charges, laying services, amenities and facilities to complete the development, as same shall be wholly paid from the account of the Second Party relating to the said land, however EDC&IDC shall be borne by both the parties in the ratio of their respective allocated areas.
- 4.8 In consideration of the First Party providing the said land and Second Party undertakes to develop the Residential Plotted Colony in terms of this agreement, the parties have agreed to share the developed/saleable Residential area in the Said Colony in the following manner:
- a. "First Party's Allocation" shall mean plots 1200 Sq. Yards per acre or 1440 Sq. Yards of Residential Area out of the entire developable/developed approved area of the Said Project. The residential area may be allotted under the plot sizes of 100, 150, 200 and 250 Sq.Yards approx.(+ - 10%) in equal ratio to the extent practically possible.



Also the First Party will have proportionate right on the common facility i.e. roads, parks, etc.

b. "Second Party's Allocation" shall mean all remaining approved/developed area (Except First Party's Allocation Area) either the Residential or commercial or common or institutional, etc.

The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future.

- 4.9 The First Party has handed over the vacant peaceful, physical possession of the Said land to the Second Party today itself at the spot on signing of this agreement to enable the Second Party to discharge its part of obligations in terms of this agreement.

- 4.10 The First Party shall not cause any kind of interruption in developing of the residential colony by the Second Party and further booking for sale or transferring of developed area therein. Further Second Party in its absolute discretion may use its Logo and launch the project upon obtaining sanction of Layout Plan in its name by displaying boards at the site, developing its office, advertising by way of a print or electronic media or other resources.

5. COMMENCEMENT:

- 5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.
- 5.2 That at present, the said land is not connected with any project of the Second Party or its group Companies or Sister Concerns i.e. Nexra City-1, Nexra City-2 or any other such projects. The Second Party shall apply for grant of license for development of the said project within a period of six months from the date of acquisition of the land abutting the said land, thereby connecting the said land with any of the aforesaid projects.

4. REPRESENTATION AND WARRANTIES BY THE FIRST PARTY:

- 4.1 The Said Land is completely free and clear in all manner of all Encumbrances including prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department) or any other departments of



Government of Haryana, Government of India or any other Government or Authority or of any other Person or entity) acquisition, requisition, or attachment, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Said Land and that the First Party possesses a clean title in respect of the Said Land;

- 6.2 First Party solely or jointly, has/have not entered into an agreement similar to this Agreement or any agreement for sale or Transfer or development of the Said Land or agreement or arrangement or any nature whatsoever, with any Person, regarding the Said Land or any portion thereof and has not executed any registered or unregistered agreement, deed(s), power of attorney, MOUs, etc. in favour of any Person other than the Second Party and/or its nominees to deal with the Said Land or any portion thereof;
- 6.3 That there exist no notice of default or breach of any law, rules, regulations etc. in respect of the Said Land;
- 6.4 The First Party, solely or jointly, from the date of execution of this Agreement, shall not Transfer its title and/or rights (including the development rights) and/or interest in the Said Land or create any lien there on to any Third Party or enter into any negotiation/discussion with any Person for Transfer of its title and/or rights (including the development rights) and/or interest in the Said Land or creation of any lien thereon, nor shall it enter into any joint development agreement and/or collaboration agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Land nor create any title, interest, charge, mortgage, lien, etc. in the said Land or any part thereof or deal with the same in any manner whatsoever and shall also not part with the possession, whether legal or actual, of the Said Land or any part thereof in favour of any third party other than the Second Party.
- 6.5 The First Party shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the Ownership and title of the Said Plot and/or rights of the First Party therein, which may arise on account of any defect in the rights and/or interest of the First Party and shall keep the Second Party and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Second Party and/or its nominees on the said account and that the First Party shall not act in any manner that may either prejudicially affect or have any material adverse effect on the right, title and interest of the Second Party and/or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to

be undertaken in terms of this Agreement on the Said Land or any part or portion thereof;

- 6.6 The First Party has agreed that in order to facilitate smooth development of the Project and performing all the obligations recorded herein by the Second Party, the First Party shall appoint, constitute and authorize Second Party or the nominee of the Second Party as Attorney upon execution of this agreement simultaneously, who shall apply for all applicable permits to the appropriate Government Authority on behalf of the First Party, seeking approvals and sanctions for building plans etc. in respect of the Said Project in terms of this agreement;
- 6.7 The First Party shall sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, registered irrevocable GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Second Party or its nominee to sign represent & present before the Competent Authority(s) as required which includes to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, corrections of mutations, development of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to back, allot for sale and transfer against consideration, to be acknowledged in its name or in the name of its nominee or assignee in respect of the First Party's and Second Party's developed/developable allocated area.
- 6.8 The First Party, its nominee(s), Affiliates and Associates, shall not interfere with or obstruct the development, construction and Completion of the Said Project on the Said Land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect;
- 6.9 The First Party shall, at no point of time in future, cancel or revoke the authority conferred upon the Second Party and/or nominee of the Second Party, interalia, for the purpose of applying for and obtaining any of the Applicable Permits for developing the Said Project on the Said Land.
- 6.10 The First Party hereby agrees that from the date of execution of this Agreement, it shall neither directly or indirectly, through any representative or otherwise solicit or entertain offers, negotiate with or in any manner encourage, discuss, consider or accept any proposal of any other Person or entity relating to the acquisition or development of the Said Land or creation of any charge over the Said Land or any part thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever undertaken in terms of this Agreement.

on the Said Land or any part or portion thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Land with any third party. The Second Party shall have exclusive rights to deal with the Said Land in the manner as agreed between the Parties to this Agreement.

Representations and Warranties by the Second Party:

- 6.11 The Second Party shall fully develop the Said Project and fully completed it in all respects as per the agreed specifications and sanctioned plans. It shall develop the maximum permissible area, Subject to:
- a) the handing over of the Vacant Possession of the Said Land by the First Party to the Second Party in terms of this Agreement;
 - b) the title of the Said Land being free and remain as it is, through out the period of development and/or construction of the Said Project and/or subsequently, free from all encumbrances, litigation and other Charges etc.
 - c) the Force Majeure Events;
 - d) all the necessary and requisite Applicable Permits being duly obtained.
- 6.12 The development of the Said Project and bringing the same to the stage of completion and possession of the plot(s)/area comprised in the Said Project will be completed in phased manner, details whereof shall be prescribed by the Second Party at its sole discretion within the period prescribed in the Applicable Permits (including sanction of plans by the concerned Government Authority)
- 6.13 The Second Party has also represented, unequivocally declared, assumed, confirmed and warranted to the First Party that:
- a) All costs and expenses, except EDC & IDC, in connection with getting all sanctions and approvals of Building Plan /Layout Plans and drawings, original, as well as, revised, from the Competent Authority/the Concerned Authorities, required for development of the Said Land into said project shall be borne by the Second Party, however EDC & IDC shall be borne by both the parties in the ratio of their respective allocated areas.
 - b) The Second Party will appoint consultants and architects of repute for the implementation of the Said Project as envisaged in this Agreement and it will bear

the cost of Architect for the preparation of plans and schemes necessary for the development of the said land in to said project.

- c) The development and construction to be carried out on the Said Land shall be of good quality and standards as required;
- d) The development of the Said Project shall, as far as practicable, be of uniform standard, and there will be no difference in the quality of construction and materials used in different portions, which are to be ultimately shared by the Parties meaning thereby, that the whole of the Said Project will be of the same appearance, Specification(s), standards and will proceed at the same stage of development without any distinction of areas of allocation of the Portion;
- e) The Second Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the right, title and interest of the First Party and /or its nominee with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be Undertaken in terms of this Agreement on the Said Land or any part or portion thereof;
- f) The First Party along with its nominee (s), affiliates and associates shall not interfere with or obstruct the development construction & completion of the said project on the said land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, has any material adverse effect or diminish the marketability of the Said Project or any part or portion thereof;
- g) The Second Party shall, at all times during the period of development, construction and completion of the Said Project, provide all such information as is pertinent or relevant to the transaction contemplated herein, to the First Party.

7. Details of Payment(s)

- 7.1 That the Second Party has paid a sum of Rs. 10,00,000/- (Rupees Ten Lakh Only), to the First Party as Refundable consideration amount settled between the parties. The details of the payment made by the Second Party to the First Party are as follows:



S. No.	RTGS	DATED	AMOUNT (IN RS.)	DRAW N ON	IN FAVOUR OF
1.	AUBLR22024082104705092	21-01-2024	10,00,000	AU Small Finance Bank	Joginder Singh

The First Party hereby acknowledge all the above mentioned irrefutable payments received by them from the Second Party.

8. POSSESSION:

- 8.1 The First Party has handed over the Vacant and peaceful Possession of the Said Land in performance of the transaction contemplated in this Agreement and hereafter the Second Party shall always been titled to remain in exclusive physical and legal possession thereof till the conclusion of the entire arrangement as agreed to between the Parties in terms of this Agreement.

9. OBLIGATIONS AND COVENANTS OF THE FIRST PARTY:

- 9.1 The First Party shall do all acts, deeds and things or forbear from doing all acts, deeds and things in terms of its representations, declarations, announcements, confirmations and warranties set out in the Recitals and Articles herein above and the same shall be treated as obligations and covenants of the First Party.
- 9.2 The First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project.

10. OBLIGATIONS AND COVENANTS OF THE SECOND PARTY:

- 10.1 Subject to the conditions set out in this Agreement and fulfillment of all obligations and covenants by the First Party under this Agreement, the Second Party shall develop, construct and complete the Said Project.
- 10.2 The Second Party will prepare a blue print layout plan and conceptual plan and other necessary plans/scale models for the said project.
- 10.3 The Second Party shall make adequate provisions for sewage and for supply of water and electricity and shall also undertake design of the Said Project including that of Common areas, amenities and facilities etc.



- 10.4 The Second Party shall, prepare the development/Layout plans for the Said Project so as to get maximum permissible developed area in the Said Project.
- 10.5 The Second Party shall carry out and manage the development of infrastructure including construction of temporary sheds on the Said Land for facilitating development activity and the matters incidental and ancillary thereto.
- 10.6 The Second Party shall, either itself independently or by appointing, at its sole and unfettered discretion at any point of time, Contractors/sub-contractors or other agencies, carry out the construction and development of the Said Project as per the Specifications required by and as agreed to by the Architect and in accordance with the development/layout plans as sanctioned by the concerned/competent authority provided that any subsequent liability/expenses arising from the Contractors/sub-Contractors or any other agencies engaged by the Second Party to carryout the development/construction of the Said Project on the Said Land shall be the sole responsibility of the Second Party.
- 10.7 In case any portion of job work under this Agreement is sub-contracted, the Second Party shall, at all times be directly responsible for the due performance of such and every obligation under this Agreement and further the Second Party shall identify & keep indemnified the First Party from any claim on this account.
- 10.8 The Second Party will be responsible for carrying out all construction and development, and any liability, litigation (including labour dispute) etc. that may arise on account of such construction and development activity shall be borne by the Second Party, as long as such litigation or liabilities do not arise out of the ownership and title of the Said Land and/or out of any deed, act or thing on the part of the First Party, in which case the same shall be exclusively borne by the First Party.
- 10.9 The Second Party shall at its own cost employ or engage contractors, Architects, Consultants, Advisers, Workmen, agents and other personnel of high skill and competence for the development of the said Land.
- 10.10 All employees, contractors, workmen, agents and technical experts and personnel who shall be engaged by the Second Party for carrying out the development of the said Land shall be under the control and supervision of the Second Party for all purposes and the Second Party alone shall have the contractual/master servant relationship with the said employees/personnel. The First Party shall have no liability towards such personnel employed or engaged by the Second Party.
- 10.11 All the emoluments, fees, charges, salary etc. payable to the employees/personnel employed for the development of the said Land shall be borne and paid by the Second Party and the First Party under no circumstances shall be in any manner liable for the same.
- 

10.12 The Second Party shall be liable for the observance/ compliance of all the laws, rules and regulations governing the employment of such employees/ workers/ personnel and the payments of wages and emoluments or other dues, statutory or contractual.

10.13 Any claim raised by any such employees or work personnel shall be against the Second Party, and in the event a claim is raised by such employee or personnel against the First Party, the same shall be defended by the Second Party who shall come forward and declare that it is the entity who has employed/contracted/out-sourced the said employees/personnel and that the First Party has no concern whatsoever, with the said employees/personnel and is not liable or responsible for any claim, civil or criminal, by such employee/personnel.

10.14 The Second Party shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained or availed and/or made by it for the said Project (not for any project or purpose other than the Project which is subject matter of this Collaboration) from any bank or Financial Institution or any other person, for the purpose of the development of the Project by the Second Party against the security of the said Land, provided that:

- a) The Second Party does not create any lien, charge, liability on the First Party and/or on the First Party allocated share in the project.
- b) The loan/credit obtained by the Second Party against the security of the agreed portion of the land and agreed share of Second Party's allocation area shall be used for development of the said project and for no other purpose. The Second Party under no circumstance shall divert the funds to any other project.
- c) The Second Party shall not create any charge or lien or seek any loan advance etc. on the First Party's share/allocation.
- d) The Second Party shall pay and discharge the liabilities incurred by it punctually and promptly and shall keep the First Party fully informed and indemnified at all times against any losses/costs/damages.
- e) The First Party shall facilitate, sign and execute all documents and do all such acts and deeds as may be necessary for creation of mortgage over duly demarcated agreed portion of the said land.

11. MUTUAL AND/OR JOINT OBLIGATIONS:

11.1 In the event of any compulsory acquisition/requisition of the Said Land or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/requisition of the Said Land or any part thereof before the Completion Date or the demarcation and division of the respective allocations of the Parties, whichever is later, both the Parties shall jointly contest the same.

11.2 All the land revenue, Taxes, Charges and levies in respect of the Said Land after the date of execution of this Agreement shall be borne and paid by the First Party and the Second Party (or their nominees under the Transferee under it) in the ratio of their respectively allocated areas.

12. MAINTENANCE OF THE SAID PROJECT:

12.1 Upon completion of the development and conveyance of the developed area to the prospective Transferee(s), the Said Project shall be maintained by the Second Party or their nominee. All the present or future, occupants/buyers, who would use the Common areas, facilities and amenities shall be governed by the rules framed by the Second Party and/or the Maintenance Agency so nominated from time to time. On handing over the possession of the respective plots to the Transferee(s)/Buyers or to the First Party the maintenance of the Said Project will exclusively rest with second party.

13. SPACE ALLOCATION:

13.1 In consideration of the respective obligations of the Parties, it has been agreed by and between the Parties hereto that after all Applicable Permits including the sanction of the Plans by the concerned authorities for development are obtained, the Second Party shall commence development and the whole of the developed area shall form part of the Said Project. The Said Project shall be comprised in various plots, units, constructed spaces, including areas, which comprise of misable areas, super areas, common open spaces, Basements etc. and green belts etc. The area allotted to each of the Parties may be tentatively marked in the draft and approved Plans.

13.2 Upon sanction of the Layout plan/License, the Second Party shall be entitled to exclusively market and sell the proposed developed spaces in the Said Project forming part of the First Party & Second Party's Allocation either through post-launch sale bookings or post-completion sale bookings or pre-launch sale bookings as may be permissible under Applicable law.

14. MARKETING:



- 14.1 The final marketing, selling and advertising plan and the pricing of the Plots/Units in the Said Project shall be determined and finalized by the Second Party and all activities related thereto shall be exclusively carried out by the Second Party and/or its group companies, Associates, Affiliates, etc., in any manner as they deem fit.
- 14.2 On the approval of the Plans for the Said Project (covering the Entire Area of the said Land) by the concerned competent authorities, the Second Party will be entitled to formally launch the Said Project and sell the proposed area forming part of the First Party's and Second Party's Allocation under its brand name and collect the advances and make bookings on such terms and conditions as it may deem fit and proper PROVIDED ALWAYS that the First Party's share in the Project shall only be marketed by the Second Party.

15. POWER OF ATTORNEY:

- 15.1 That the First Party undertakes to irrevocably constitute the Second Party and/or its nominee(s) and/or its assignee(s) as its registered General Power of Attorney for submitting applications to the Government Authorities for obtaining all Applicable Permits including sanction of building plans and doing all acts, deeds and things as may be required for the same and also for the marketing, development, construction and Completion of the Said Project and for all purposes mentioned in the said Deed of Power of Attorney till the duration and full implementation of this Agreement in all respects.
- 15.2 That upon execution of this agreement, the First Party shall also constitute the Second Party vide the aforesaid irrevocable Power of Attorney referred to hereinabove, as its attorney to sell the First Party's and Second Party's Allocation. The First Party shall not do or cause to do any act, which shall affect the Second Party's right to sell, lease, Transfer or assign its right in the First Party's and Second Party's Allocations.
- 15.3 The Second Party's and/or its nominee undertake in their capacity as a Second Party in terms of this Agreement and as an irrevocable attorney of the First Party not to do or cause to be done any act, omission or thing, which may, in any manner, contravene any Applicable Law or which may, in any manner, amount to misuse of any terms of this Agreement or breach of any other provisions of law or which may create a liability for the First Party and herein fully indemnify the First Party from any loss, harm or damage.

16. **INDEMNITY:**

- 16.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (the 'Indemnified Party') harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) (hereinafter referred to as 'the Damages'), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of
- (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or
 - (ii) A breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

17. **SALE DOCUMENTS:**

- 17.1 After obtaining requisite Easements, permission required for development and construction of the Said Project, agreement to sell, allotment letter, the conveyance deeds/Sale deeds and the Sale letters etc, of the plots forming part of the First Party's allocation and that of the Second Party's Allocation shall be signed by the Second Party as the duly constituted irrevocable attorney of the First Party and the Second Party.

18. **JURISDICTION:**

- 18.1 In case of any dispute arising out of or in connection with this Agreement and its stipulations between the parties or any part of this Agreement and any matter arising out of this agreement the only place of jurisdiction shall be Sonapat i.e. the courts and quasi-judicial authorities at Sonapat shall have exclusive jurisdiction and all places other than Sonapat stands specifically excluded.

19. **COMMUNICATIONS AND NOTICES:**

- 19.1 All documents to be furnished or communications to be given or made under this Agreement shall be in the English language and shall be in writing.



All such notices, communications, letters etc. required to be made, serving, communications in terms of the agreement and /or under these presents shall be in writing and shall be served & communicated at the following addresses:

If to the First Party,

Village & Post Office Thana Kalan, Tehsil Khokhuda, District Sonapat, Haryana

If to the Second Parties

Plot No 4B, District Center, Mayapuri Vihar Phase-I Extension, Delhi-110091

- 19.2 If the First Party or Second Party changes its address or acquires any new address, for notices, communications and letters etc. required by or under this Agreement, the respective party shall immediately notify such changes, in writing, to the other Party.

20. SPECIAL COVENANTS:

- 20.1 That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever, as may be necessary implementing or giving effect to the terms of this Agreement.
- 20.2 Both the First Party and Second Party shall endeavor to work with the spirit of co-operation and shall not work towards the detriment of each other's interest or the interest of the Said Project.
- 20.3 In entering into this Agreement, the Parties recognize that it is impractical to provide for every contingency that may arise in the course of the performance hereof. Accordingly, the Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them in accordance with the terms of this Agreement.
- 20.4 From time to time, the Parties shall take all appropriate actions and execute and deliver, or cause to be executed and delivered, such documents, agreements or instruments, which may be reasonably necessary or advisable to carry out any of the provisions of this Agreement.
- 20.5 From the date of the execution of this Agreement, the First Party will not do anything on or with respect to the Said Land as well as around the Said Land, which will have any Material Adverse Effect on the obligations of either Party under this Agreement in any manner whatsoever including the right of Easements and the rights of Second Party in terms of this Agreement.

21. FORCE MAJEURE EVENT:

- 21.1 "Force Majeure Event" shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance
- (i) is beyond the reasonable control and not arising out of the fault of the Affected Party,
 - (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care and
 - (iii) which has Material Adverse Effect.
- a) Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire to the extent originating from a source external to the Said land or the Said Project, flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, tsunami, hailstorms, landslides, lightning, explosions, whirlwind, cyclone, plague, exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project on the Said Plot;
 - b) Radio active contamination, ionizing radiation;
 - c) Epidemics, famine, epidemic quarantine;
 - d) An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;
 - e) Major structural repair and/or destruction of infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by Government Authorities and/or statutory authority, change of law, action and/or order by Government Authorities and/or statutory authority, third Party action, governmental or other authority or any other act of commission or omission or cause beyond the control of the Party affected thereby;
 - f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against First Party or Second Party in any proceedings (which are non-collusive and duly prosecuted by the Party) for reasons other than failure of First Party or Second Party as the case may be or any Person claiming through or under it to comply with the Applicable Laws, Applicable Permits, etc.

or on account of breaches thereof or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

- g) Non-grant of the Applicable Permits for the Said Project and/or development of the Said land within the stipulated time for the reasons beyond the control of the Affected Party;
- h) The change in Law;
- i) Any event or circumstances of a nature analogous to the foregoing.

Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement is whole or in part, due to any Force Majeure Event.

- 21.2. If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

- a) Give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and
- b) use reasonable efforts to remedy such occurrence as quickly as possible.

22. BINDING EFFECT

- 22.1 That in pursuance of the due performance of the obligations and Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators, nominees and assigns etc. This Agreement shall be read along with all previous understandings/arrangements between the parties pertaining to the Said Land.

23. ASSIGNMENT

- 23.1 The Second Party shall be at liberty to assign or nominate all or any of its rights and obligations under this Agreement to the Group or any of its Joint Venture companies, subsidiaries, parent company and holding company or any other person and perform any/all its obligations under this Agreement with the assistance of or in collaboration with them.

24. ENTIRE AGREEMENT

- 24.1 This Agreement also represents and constitutes the entire agreement and understanding between the parties with respect to the subject matter and matters dealt with herein. This Agreement supersedes any and all prior or previous understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the Parties stand rescinded, terminated and cancelled on the date of execution of this Agreement and only this Agreement shall govern the respective rights and obligations of the Parties to this Agreement. There are no prior understandings, representations or warranties except as expressly set forth herein and no rights are granted to either Party except as expressly set forth herein or subsequent to the date hereof in writing and signed by the Party or by a proper and duly authorized representative of the Party to be bound hereby. Each Party hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty, save as expressly set out here in or in any document referred to, herein. This Agreement shall be considered to be the sole depository of the terms and condition agreed upon between the Parties herein regarding the subject matter of this Agreement and any correspondence between the Parties subsequent to the date of execution of this Agreement will not be looked into for any inference or meaning of this Agreement.

25. MISCELLANEOUS:

- 25.1 **Principal to Principal Basis:** This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship between the Parties hereto and the relationship between the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded herein.
- 25.2 **Authority:** Each of the Party to this Agreement viz. the First Party and the Second Party hereby undertake and declare that they have the necessary power and authority to enter into this Agreement and the respective signatories signing and executing this Agreement on their respective part have the necessary authority and power to enter into, sign and execute this Agreement. The signatories to this Agreement also personally covenant that they are each duly authorized to execute this Agreement on behalf of the respective party whom they represent.

- 25.3 **No acts to jeopardize the Agreement:** The Parties shall not to do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.
- 25.4 **No acts to invalidate the Agreement:** The Parties shall not do any act, deed, matter or thing whereby or by means where of the license under approval granted by any authority for the development of the Said Land is or maybe or likely to be cancelled, terminated or otherwise made invalid and inoperative;
- 25.5 **Performance of all acts for compliance with laws:** The Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or Central laws or terms of license etc. for the development of the Said Land.
- 25.6 **Tax Liability:** The Parties shall be responsible and liable in respect of Tax and/or other statutory liabilities with respect to their respective share of area of the Said Project and shall directly meet their respective requirements in this regard.
- 25.7 **Indemnity for Breach:** Each Party shall indemnify other against any claims, demands, actions, loss, damage, costs or expenses suffered by the other(s) as a consequence of breach of any of the terms of this Agreement.
- 25.8 The Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.
- 25.9 That this transaction has taken place at Kharbhoda, and in case, if any disputes arising out for the interpretation or touching or concerning to the terms recorded herein, same shall be adjudicated in terms of the provisions of Arbitration & Conciliation Act, 1996, by mutual consent referring the matter to the Sole Arbitrator, its decision shall be final & binding. The venue of the proceedings shall be at Kharbhoda.
- 25.10 **Registration:** All costs and expenses including stamp duty and charges and levies in may be found to be payable on the registration of this agreement shall be paid and borne by the second Party alone.
- 25.11 That the Parties shall apply for development of the said land under any prevailing development policy of the Department of Town and Country Planning, Haryana, as may be deemed fit by the Second Party and the Second Party shall not require any consent from the First Party for the same.
- 25.12 That this Collaboration Agreement shall continuously remain valid and binding between the Parties and shall at all times remain irrevocable. It is further agreed by

and between the parties that its amendment/alteration/modification etc. in the terms and condition of the Collaboration Agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana.

- 25.13 That the Second Party shall be responsible for compliance of all terms and conditions of license/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
- 25.14 That the First Party shall execute such irrevocable general/special power of attorney(hereinafter referred to as Power of Attorney) in favour of the Second Party specifically authorizing its officials, authorized representatives to do all acts, deeds and things which the Second Party/Developer in its prudence may deem appropriate to obtain license/permissions/permissions approvals for development and completion of any work over First Parties land and thereafter advertise, sell, market, develop, execute conveyance deed and receive the entire civil consideration in its name. First Party agrees and undertake not to cancel, revoke or modify the said Power of Attorney and shall keep the same in full force till the full implementation and completion of the project and thereafter also.
- 25.15 That all the parties to this agreement admit and acknowledge and agree with the terms and conditions of this Collaboration Agreement.
- 25.16 That Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.
- 25.17 All costs and expenses including stamp duty and charges and levies as may be found to payable on the registration of this agreement shall be paid and borne by the Second Party alone.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND
SUBSCRIBED THEIR HANDS AND SEALS ON THE DATE & PLACE FIRST
ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

FIRST PARTY

1. Shri Jaginder Singh
5424 7050 9934



SECOND PARTY

- M/s Dream Town Realty Pvt. Ltd.
Through its Authorized Signatory
Shri Ajay Pal
9992 9412 9293

Witnesses:

1. Vinod Kumar
B/o Pipli
9896109044
2. Parul Lakra Adv S/o Shri Jaspal Singh Lakra
B/o Sonapat
9812121691

Sandeep Singh
Advocate
M. No. 100/2017



Indian-Non Judicial Stamp
Haryana Government



Date : 20/11/2024

Certificate No. TBT2024K52



Stamp Duty Paid : ₹ 222500

GRTN No. 124074615



Penalty : ₹ 0

Seller / First Party Detail

Name: Joginder Singh

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Thana kalan

District: Sonapat

State: Haryana

Phone: 80*****36



Buyer / Second Party Detail

Name: Neena sheela town Realty pvt ltd

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Mayur vihar

District: Delhi

State: Delhi

Phone: 80*****36

Purpose: COLLABORATION AGREEMENT

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

COLLABORATION AGREEMENT

Land Collector Value Rs.1,95,00,000/- (Rupees One Crore Ninety Five Lakhs Only)

1.Stamp Duty Worth Rs.2,22,500/- Certificate No.TBT2024K52 Dated 20.11-2024 G.R.
124074615 Dated 20-11-2024.

2.Stamp Duty Worth Rs.1,67,500/- Certificate No.TBR2024L101 Dated 18.12-2024 G.R.
125386205 Dated 18-12-2024.

This collaboration agreement is being made and executed at Bhubaneswar-1 on this 19 th day of
December, 2024





Indian-Non Judicial Stamp Haryana Government



Date : 18/12/2024

Certificate No. TB/R2124L101

GRN No. 128386208



Stamp Duty Paid : ₹ 167500

Penalty : ₹ 0

(Rs. Amount)

Seller / First Party Detail

Name: Joginder Singh

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Thana Kalan

District: Sonapat

State: Haryana

Phone: 80****36

**Buyer / Second Party Detail**

Name: Neutra dream town Realty pvt ltd

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Mayapuri

District: Delhi

State: Delhi

Phone: 80****36

Purpose: Collaboration Agreement

BY AND BETWEEN:

1. Smt. Nirula Devi (Aadhaar No. 4760 4851 3865 PAN CWYP08457L) W/o Shri Baljit Singh S/o Shri Ramphal R/o Thana Kalan, Sonapat, Haryana -131462, and 2. Shri Joginder Singh (Aadhaar No. 5424 7058 9934 PAN CIIHP1003C) S/o Baljit Singh S/o Shri Ramphal R/o Thana Kalan, Sonapat, Haryana -131462 herein after jointly/collectively called as 'First Party' (which expression unless repugnant to the context shall mean and include their successors, legal representatives, administrators, executors, nominees, constituted attorney(s) and assignees etc.) of the "FIRST PART"

AND

M/s Neutra Dream Town Realty Pvt. Ltd., a Private Limited Company duly incorporated as per provisions of the Companies Act, 2013 having its registered office situated at Plot No.4B, District Center, Mayapuri Phase-1 Extension, Delhi - 110091 (PAN No. AABCC0749F) represented by its Authorized Signatory, Shri Ajay Pal (Aadhaar No.9092 9412 9293) S/o Shri Dharam Singh R/o H.No. 333, Sector-13, Sonapat, Haryana-131011 authorized with Resolution dated 21-10-2024 to execute this Collaboration Agreement hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context or meaning thereof, the survivors or survivor and its successors, executors, nominees, constituted attorney(s) and permitted assigns of the Second Part.

WHEREAS the First Party declares and represents to the Second Party that they are the sole & absolute owner and having clear & marketable title, free from all sorts of encumbrances, seized & possessed the piece & parcel of land admeasuring 15 Kanal 12 Marla which is equivalent to 1.95 acres lying & situated in the Revenue Estate of Village Kharkhoda-1 & Tehsil-Kharkhoda, Distt. Sonapat, Haryana, as per Jamabandi of the Year 2018-2019 (herein after referred to as the SAID LAND) and more fully described herein below:-

Whereas I. Smt. Nirada Devi (Aadhaar No. 4700 4851 3065 PAN CWYPD3457L) W/o Shri Baljit Singh S/o Shri Ramphal R/o Thana Kalan, Sonapat, Haryana -131402. is owner in possession of land admeasuring 7 kanal 12 marla comprised in Khewat No. 987, Khasa No. 1089, Bhasani No. 155, Killa No. 13 (7K-12M) total no. of pieces 1 and 2. Shri Jaginder Singh (Aadhaar No. 5434 7056 9934 PAN CHPS1003C) S/o Baljit Singh S/o Shri Ramphal R/o Thana Kalan, Sonapat, Haryana -131402. is owner in

Reg. No.

Reg. Year

Book No.

3776

2024-2025

1



प्राप्तकर्ता



हस्ताक्षर



समस्त



उपस्थित पंजीयन अधिकारी

प्राप्तकर्ता :- मिर्सा देवी जोगिन्द सिंह

हस्ताक्षर :- Ms Nisha Dream Town Realty Pvt Ltd thru Ajay Pal

समस्त 1 :- विनोद शर्मा निरंजन शर्मा

समस्त 2 :- चंदन राजेश खत्री

प्रमाण पत्र

प्रमाणित किया जाता है कि वह प्लॉट असांक 3776 आज दिनांक 19-12-2024 को बही नं 1 विनोद नं 155 के पृष्ठ नं 145 पर किया गया तथा इसकी रकम प्रति अतिरिक्त बही संख्या 1 विनोद नं 2816 के पृष्ठ संख्या 27 से 40 पर दिखायी गयी। यह भी प्रमाणित किया जाता है कि इस दातापत्र के प्राप्तकर्ता और समस्तों ने अपने इरादामुताबिक अनुमति और मान्यता दिये हैं।

दिनांक 19-12-2024

उपस्थित पंजीयन अधिकारी कार्यालय

possession of land admeasuring 8 kanal 6 marla comprised in Khewat No.346 , Khata No. 389, Musafil No. 156, Killa No. 11 (K-096) total no. of pieces 1, grand total of area 15 kanal 12 marla and grand total of no. of pieces 2 both situated in the revenue estate of vil. Kharkhoda-I, Teh. Kharkhoda Dist. Sonapat.

WHEREAS the First Party have represented and assured that the said Land is free from all sorts of encumbrances like any default, notice, proceedings, determination of loans, mortgage, agreement, lien, charge, etc, and the Said Land is falling within the limits of Master Plan of KHARKHODA, and its use in the Master plan earmarked as residence, capable for its development for residence either in Group Housing or plotted colony/township.

AND WHEREAS the First Party is desirous of developing the Said Land into a Residential Plotted Colony/Township (hereinafter referred to as the SAID PROJECT), and due to various reasons including not possessing sufficient land required to obtain license, technical expertise, experience, etc, to develop the said land by inclusion there in of more land is a residential plotted colony entering in to this agreement so that the Second Party would perform the required essentials & obligations, on the terms and conditions appearing hereinafter;

NOW based upon the aforesaid declarations & representations of the First Party and believing them as true, the Second party has agreed to develop the said land into Residential Plotted Colony/Township (Hereinafter referred to as SAID PROJECT), subject to the terms and conditions, mentioned herein in this agreement.

1. DEFINITIONS:

In this Agreement, unless repugnant to the meaning or context thereof, wherever the following terms/expressions, occur, they shall be given the meaning assigned to them below:

- 1.1 "Said Land" shall mean land admeasuring 1.95 Acres (15 Kanal 12 Marla) in the Revenue Estate of village Kharkhoda-I & Tehsil-Kharkhoda, Dist. Sonapat, Haryana, as detailed above.
- 1.2 "Layout Plan" shall mean and include sanction layout plan to develop the Said Land into Residential Colony/Township by the Second Party.



- 1.3 "Buyer" shall mean & include person(s) to whom the salable area and / or spaces in the said Project may allotted, transferred, assigned, conveyed, sold, etc. by the Second Party in accordance with the terms of this Agreement.
- 1.4 "Party" shall mean the First Party and the Second Party individually and collectively as the "Parties". All references to Parties and/or any Party shall, unless repugnant to the meaning or context thereof, be deemed to include their respective successors-in-interest, administrators, assignees and authorized legal representatives etc.
- 1.5 "Said Project" shall mean & include the development of the said land along with other lands, if any into Residential Plotted Colony/Township by obtaining required sanction and other permissions/approvals.
- 1.6 "Agreement" means this Agreement as on the date hereof.
- 1.7 "Applicable Laws" mean any statute, law, regulation, ordinance, notification, rule, regulation judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration of GOI, Government of Haryana or by any Government/Local Authority(ies) or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.
- 1.8 "Applicable Permits" mean any or all permissions, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and/or approvals of or from any Department(s) and Government Authority(ies) etc., required as per Applicable Laws, at present or in future, in connection with the Said Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in this Agreement.
- 1.9 "Common areas, facilities and amenities" shall mean and include all driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open spaces, common green areas, passage-ways and other facilities in the Said Project as maybe provided for common use by the Second Party.
- 1.10 "Contractor" means a Person with whom the Second Party may enter into a contract relating to the Said Project and sub-contractors, including contractor for equipment, procurement and engineering and contractors for operation and maintenance and/or

any other contractors and sub-contractors, manufacturers or suppliers, as the context may admit or require.

- 1.11 "External Development Works" include water supply, sewerage, drains, electrical works and any other work which the appropriate Government Authority(ies) may specify to be executed within the periphery of or outside the area of the Said Project for the benefit of the Said Project.
- 1.12 "External & Internal Development Charges (EDC & IDC)" mean the Charges payable with respect to the External Development Works & Internal Development Works of the Said Project in accordance with the Applicable Laws and the same shall be borne by the First & Second Party in the ratio of First Party's Allocation areas & Second Party's Allocation areas.
- 1.13 "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, litigation, default Notice or priority of any kind having the effect of security or other obligation or restriction and shall also include physical or legal obstructions or encroachments on the said Land or Third party claims or rights of any kind attaching to the Said Land.
- 1.14 "Government Authorities" means Government of India, Government of Haryana, Town & Country Planning Department of Haryana, HUDA/HSPV, HREERA or any State Government department, commission, board, body, bureau, agency, authority, instrumentality or administrative body, central, state or local, having jurisdiction over the said land, the Said Project or any part thereof, the parties or the performance of all or any of the services, obligations and covenants of the parties under or pursuant to this Agreement or any portion thereof.
- 1.15 "Plan" would mean such plan or plans prepared by the Architect for the development of the Said Project & sanctioned by the Government Authorities, as the case may be, together with any modifications and/or alterations, which may be necessary and/or required for the said project.
- 1.16 "Transfer", with its grammatical variations, shall mean transfer within the meaning of Transfer of Property Act, 1882. However, in case of transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said project to the purchasers thereof.

- 1.17 "Transferee" shall mean a Person to whom any space in the Said Project has been transferred by the First Party or the Second Party, or the First Party on behalf of the Second Party or the Second Party on behalf of the First Party as the case maybe.
- 1.18 "Vacant Possession" means delivery of the possession of the Said Land free from all Encumbrances, restrictions or impediments and the grant of all Easements and all other rights appurtenant or in relation thereto.

2. INTERPRETATIONS:

- 2.1 References to any legislation or law or to any provision therein shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- 2.2 Words importing singular shall include plural and vice versa, and words importing one gender shall include all the genders.
- 2.3 The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not be deemed to be any indication of the meaning of the Articles or Sections to which they relate and shall not affect the construction and interpretation of this Agreement.
- 2.4 The words, "include" and "including" are to be construed without limitation.
- 2.5 Any reference to Day shall mean a reference to the English Calendar Day, any reference to Month shall mean a reference to the English Calendar Month.
- 2.6 Any reference to period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day.
- 2.7 Any reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- 2.8 Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning.

3. HARMONIOUS INTERPRETATION AND AMBIGUITIES WITHIN THE AGREEMENT:

In case of any ambiguity or discrepancy within the Agreement, the same shall be resolved in the following manner:

- 3.1 If between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- 3.2 If between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
- 3.3 If between any value written in numerals and in words, the latter shall prevail.

4. THE TRANSACTION:

- 4.1 The Said Land amounting 15 Kanal 12 Marla, equivalent to 1.95 acres is the subject matter of this Agreement, which is to be developed by the Second Party as the said Project viz. Residential Plotted Colony/Township as per plans to be prepared by the second party and sanctioned by the competent authorities, in terms of this Agreement.
- 4.2 For the implementation of the Said Project, the First Party shall pool the Said Land and the Second Party shall exclusively carry out the development and Completion of the Said Project and shall also market and sell the same as per the marketing policy to be decided by the Second Party.
- 4.3 The First Party undertakes that it will sign, execute and provide all documents, letters, application(s), affidavits, undertaking, SPA, registered irrevocable GPA, resolutions, attorney(s) of whatsoever nature as may be required in favour of the Second Party or its nominees to sign represents & present before the Competent Authority(s) as required which includes to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development and completion of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to advertise, book, allot for sale, sell, market, develop, execute conveyance deeds and receive consideration in its name. The First Party agrees and undertakes not to cancel, revoke or modify the said power of attorney and shall keep the same in full force till the full implementation and completion of the project and thereafter also.
- 4.4 The First Party shall facilitate the Second Party at every stage, if so required for signing of any application, affidavit, indemnity bond or other documents, necessary for obtaining requisite permissions, sanctions and approvals to develop the said project



from the Competent Authority(ies) and if found necessary shall also appear in person. The First Party further undertakes to produce the original Title Deeds in respect of the land as & when demanded or required, to achieve the object of this agreement.

- 4.5 The Second Party undertake to develop the Said land at its own cost and expenses and with its own resources after obtaining the requisite licenses, CLU, permissions, sanctions and approvals from all competent authorities and thereafter to develop the Said land by including adjoining land in to Residential plotted Colony for the Said project in terms of sanctioned Plans and Regulations. The First Party agree to irrevocably vest in the Second Party all the powers of the First Party as also all the authority of the First Party as may be necessary in the discretion of the Second Party for obtaining the requisite licenses, permission, sanctions and approvals for development of the Said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred and borne by the Second Party, however applicable EDC & IDC charges to be borne by the First & Second Party in the ratio of First Party's Allocated share & Second Party's Allocated share in the developed/developable area.
- 4.6 The Second Party shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Plotted Colony and obtain sanction, approval, permission from the competent authorities to develop the same. For this purpose the Second Party undertake to engage and employ reputed architect and contractor/lab-contractor at its own cost, expenses as well to join hands with other company/ person also to discharge the obligations. The Second Party shall apply to the Director General, Town & Country Planning Haryana, Haryana Urban Development Authority/HESVP, HRERA and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the development of the Said land and adjoining thereto. The Second Party in its absolute discretion may prepare Layout Plan and submit for sanction and further amendment therein.
- 4.7 The First Party shall not incur or borne any/ expenses, except EDC& IDC as required for the development of the said colony and/and all the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals thereto including survey fees, license fees, conversion charges, laying services, amenities and facilities to complete the development, as same shall be wholly paid from the account

of the Second Party relating to the said land, however EDC&IDC shall be borne by both the parties in the ratio of their respective allocated areas.

- 4.8 In consideration of the First Party providing the said land and Second Party undertakes to develop the Residential Plotted Colony in terms of this agreement, the parties have agreed to share the developed/salable Residential area in the Said Colony in the following manner:

a. "First Party's Allocation" shall mean plots 1200 Sq. Yards per acre or 2340 Sq. Yards of Residential Area out of the entire developable/developed approved area of the said Project. The residential area maybe allotted under the plot sizes of 100, 150, 200 and 250 Sq.Yards approx.(+ - 10%) in equal ratio to the extent practically possible. Also the First Party will have proportionate right on the common facility i.e. roads, parks, etc.

b. "Second Party's Allocation" shall mean all remaining approved/developed area (Except First Party's Allocation Area) either the Residential or commercial or common or institutional, etc.

The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future.

- 4.9 The First Party has handed over the actual vacant peaceful, physical possession of the Said land to the Second Party today itself at the spot on signing of this agreement to enable the Second Party to discharge its part of obligations in terms of this agreement.
- 4.10 The First Party shall not cause any kind of interruption in developing of the residential colony by the Second Party and further booking for sale or transferring of developed area therein. Further Second Party in its absolute discretion may use its Logo and launch the project upon obtaining sanction of Layout Plan in its name by displaying boards at the site, developing its office, advertising by way of a print or electronic media or other resources.

5. COMMENCEMENT

- 5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.



- 5.2 That at present, the said land is not connected with any project of the Second Party or its group Companies or Sister Concerns i.e. Nestra City-1, Nestra City-2 or any other such projects. The Second Party shall apply for grant of Scheme for development of the said project within a period of six months from the date of acquisition of the land abutting the said land, thereby connecting the said land with any of the aforesaid projects.

6. REPRESENTATION AND WARRANTIES BY THE FIRST PARTY:

- 6.1 The Said Land is completely free and clear in all manner of all Encumbrances including prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, attachment (if the Income Tax Department or any other departments of Government of Karnataka, Government of India or any other Government or Authority or of any other Person or entity) acquisition, requisition, or attachment, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Said Land and that the First Party possess a clean title in respect of the Said Land;
- 6.2 First Party solely or jointly, has/have not entered into an agreement similar to this Agreement or any agreement for sale or Transfer or development of the Said Land or agreement or arrangement or any nature whatsoever, with any Person, regarding the Said Land or any portion thereof and has not executed any registered or unregistered agreement, deed(s), power of attorney, MOUs, etc. in favour of any Person other than the Second Party and/or its nominees to deal with the Said Land or any portion thereof;
- 6.3 That there exist no notice of default or breach of any law, rules, regulations etc. in respect of the Said Land;
- 6.4 The First Party, solely or jointly, from the date of execution of this Agreement, shall not Transfer its title and/or rights (including the development rights) and/or interest in the Said Land or create any lien there on to any Third Party or enter into any negotiation/discussion with any Person for Transfer of its title and/or rights (including the development rights) and/or interest in the Said Land or creation of any lien thereon, nor shall it enter into any joint development agreement and/or collaboration agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Land nor create any title, interest, charge, mortgage, lien, etc. in the said Land or any part thereof or deal with the same in any manner whatsoever and shall

also not part with the possession, whether legal or actual, of the Said Land or any part thereof in favour of any third party other than the Second Party.

- 6.5 The First Party shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the Ownership and title of the Said Plot and/or rights of the First Party therein, which may arise on account of any defect in the rights and/or interest of the First Party and shall keep the Second Party and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Second Party and/or its nominees on the said account and that the First Party shall not act in any manner that may either prejudicially affect or have any material adverse effect on the right, title and interest of the Second Party and/or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be under taken in terms of this Agreement on the Said Land or any part or portion thereof.
- 6.6 The First Party has agreed that in order to facilitate smooth development of the Project and performing all the obligations recorded herein by the Second Party, the First Party shall appoint, constitute and authorize Second Party or the nominee of the Second Party as Attorney upon execution of this agreement simultaneously, who shall apply for all applicable permits to the appropriate Government Authority on behalf of the First Party, seeking approvals and sanctions for building plans etc. in respect of the Said Project in terms of this agreement.
- 6.7 The First Party shall sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, registered irrevocable GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Second Party or its nominee to sign request & present before the Competent Authority(s) as required which includes to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to book, plot for sale and transfer against consideration, to be acknowledged in its name or in the name of its nominee or assignee in respect of the First Party's and Second Party's developed/developable allocated area.
- 6.8 The First Party, its nominee(s), Affiliates and Associates, shall not interfere with or obstruct the development, construction and Completion of the Said Project on the Said



Land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect;

6.9 The First Party shall, at no point of time in future, cancel or revoke the authority conferred upon the Second Party and/or nominee of the Second Party, *interalia*, for the purpose of applying for and obtaining any of the Applicable Permits for developing the Said Project on the Said Land.

6.10 The First Party hereby agrees that from the date of execution of this Agreement, it shall neither directly or indirectly, through any representative or otherwise solicit or entice offers, negotiate with or in any manner encourage, discuss, consider or accept any proposal of any other Person or entity relating to the acquisition or development of the Said Land or creation of any charge over the Said Land or any part thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever undertaken in terms of this Agreement on the Said Land or any part or portion thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Land with any third party. The Second Party shall have exclusive rights to deal with the Said Land in the manner as agreed between the Parties to this Agreement.

Representations and Warranties by the Second Party:

6.11 The Second Party shall fully develop the Said Project and fully completed it in all respects as per the agreed specifications and sanctioned plans. It shall develop the maximum permissible area, Subject to:

- a) the handing over of the Vacant Possession of the Said Land by the First Party to the Second Party in terms of this Agreement;
- b) the title of the Said Land being free and remain as it is, through out the period of development and/or construction of the Said Project and/or subsequently, free from all encumbrances, litigations and other Charges etc.
- c) the Force Majeure Events;
- d) all the necessary and requisite Applicable Permits being duly obtained.

6.12 The development of the Said Project and bringing the same to the stage of completion and possession of the plot(s)/area comprised in the Said Project will be completed in phased manner, details whereof shall be prescribed by the Second Party at its sole



discussion within the period prescribed in the Applicable Permits (including sanction of plans by the concerned Government Authority)

6.13 The Second Party has also represented, unequivocally declared, ensured, confirmed and warranted to the First Party that:

- a) All costs and expenses, except EDC & IDC, in connection with getting all sanctions and approvals of Building Plan /Layout Plans and drawings, original, as well as, revised, from the Competent Authority/the Concerned Authorities, required for development of the Said Land into said project shall be borne by the Second Party, however EDC & IDC shall be borne by both the parties in the ratio of their respective allocated areas.
- b) The Second Party will appoint consultants and architects of repute for the implementation of the Said Project as envisaged in this Agreement and it will bear the cost of Architect for the preparation of plans and schemes necessary for the development of the said land in to said project.
- c) The development and construction to be carried out on the Said Land shall be of good quality and standards as required;
- d) The development of the Said Project shall, as far as practicable, be of uniform standard, and there will be no difference in the quality of construction and materials used in different portions, which are to be ultimately shared by the Parties meaning thereby, that the whole of the Said Project will be of the same appearance, Specification(s), standards and will proceed at the same stage of development without any distinction of areas of allocation of the Portion;
- e) The Second Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the right, title and interest of the First Party and /or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be Undertaken in terms of this Agreement on the Said Land or any part or portion thereof;
- f) The First Party along with its nominee (s), affiliates and associates shall not interfere with or obstruct the development construction & completion of the said project on the said land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, has any material adverse effect or diminish the marketability of the Said Project or any part or portion thereof;



- g) The Second Party shall, at all times during the period of development, construction and completion of the Said Project, provide all such information as is pertinent or relevant to the transaction contemplated herein, to the First Party.

7. Details of Payments:

- 7.1 That the Second Party has paid a sum of Rs.20,00,000/- (Rupees Twenty Lakh Only), to the First Party as Refundable consideration amount settled between the parties. The details of the payment made by the Second Party to the First Party are as follows:

S. No.	CHEQUE	DATED	AMOUNT (IN RS.)	DRAWN ON	IN FAVOUR OF
1.	000106	23-02-2024	10,00,000	AU Small Finance Bank	Nirmala Devi
2.	000691	06-06-2024	10,00,000	AU Small Finance Bank	Jagadeesh Singh

The First Party hereby acknowledge all the above mentioned as Refundable payments received by them from the Second Party.

8 POSSESSION:

- 8.1 The First Party has handed over the Vacant and peaceful Possession of the Said Land in performance of the transaction contemplated in this Agreement and hereafter the Second Party Shall always been titled to remain in exclusive physical and legal possession thereof till the conclusion of the entire arrangement as agreed to between the Parties in terms of this Agreement.

9.OBLIGATIONS AND COVENANTS OF THE FIRST PARTY:

- 9.1 The First Party shall do all acts, deeds and things or forbear from doing all acts ,deeds and things in terms of its representations, declarations, assurances, confessions and



warranties set out in the Recitals and Articles herein above and the same shall be treated as obligations and covenants of the First Party.

- 9.2 The First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project.

10. OBLIGATIONS AND COVENANTS OF THE SECOND PARTY:

- 10.1 Subject to the conditions set out in this Agreement and fulfilment of all obligations and covenants by the First Party under this Agreement, the Second Party shall develop, construct and complete the Said Project.
- 10.2 The Second Party will prepare a blue print layout plan and conceptual plan and other necessary plans/scale models for the said project.
- 10.3 The Second Party shall make adequate provisions for sewage and for supply of water and electricity and shall also undertake design of the Said Project including that of Common areas, amenities and facilities etc.
- 10.4 The Second Party shall, , prepare the development/Layout plans for the Said Project so as to get maximum permissible developed area in the Said Project.
- 10.5 The Second Party shall carry out and manage the development of infrastructure including construction of temporary sheds on the Said Land for facilitating development activity and the matters incidental and ancillary thereto.
- 10.6 The Second Party shall, either itself independently or by appointing, at its sole and unfettered discretion at any point of time, Contractors/sub-contractors or other agencies, carry out the construction and development of the Said Project as per the Specifications required by and as agreed to by the Architect and in accordance with the development/layout plans as sanctioned by the concerned/relevant authority provided that any subsequent liability/responses arising from the Contractors/sub-Contractor or any other agencies engaged by the Second Party to carryout the development/construction of the Said Project on the Said Land shall be the sole responsibility of the Second Party.
- 10.7 In case any portion of job work under this Agreement is sub-contracted, the Second Party shall, at all times be directly responsible for the due performance of each and every obligation under this Agreement and further the Second Party shall identify & keep indemnified the First Party from any claim on this account.
- 10.8 The Second Party will be responsible for carrying out all construction and development, and any liability, litigation (including labour dispute) etc. that may arise on account of such construction and development activity shall be borne by the Second Party, as long as such litigation or liabilities do not arise out of the ownership and title of the Said Land And/or out of any deed, act or thing on the part of the First Party, in which case the same shall be exclusively borne by the First Party.



- 10.9 The Second Party shall at its own cost employ or engage contractors, Architects, Consultants, Advisors, Workmen, agents and other personnel of high skill and competence for the development of the said Land.
- 10.10 All employees, contractors, workmen, agents and technical experts and personnel who shall be engaged by the Second Party for carrying out the development of the said Land shall be under the control and supervision of the Second Party for all purposes and the Second Party alone shall have the contractual/ master servant relationship with the said employees/personnel. The First Party shall have no liability towards such personnel employed or engaged by the Second Party.
- 10.11 All the emoluments, fees, charges, salary etc. payable to the employees/personnel employed for the development of the said Land shall be borne and paid by the Second Party and the First Party under no circumstances shall be in any manner liable for the same.
- 10.12 The Second Party shall be liable for the observance/ compliance of all the laws, rules and regulations governing the employment of such employees / workmen/ personnel and the payments of wages and emoluments or other dues, statutory or contractual.
- 10.13 Any claim raised by any such employees or work personnel shall be against the Second Party, and in the event a claim is raised by such employee or personnel against the First Party, the same shall be defended by the Second Party who shall come forward and declare that it is the entity who has employed/contracted/out-sourced the said employees/personnel and that the First Party has no concern whatsoever, with the said employee/personnel and is not liable or responsible for any claim, civil or criminal, by such employee/personnel.
- 10.14 The Second Party shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained/raise availed and/or made by it for the said Project (not for any project or purpose other than the Project which is subject matter of this Collaboration) from any bank or Financial institution or any other person, for the purpose of the development of the Project by the Second Party against the security of the said Land, provided that:
- a) The Second Party does not create any lien, charge, liability on the First Party and/or on the First Party allocated share in the project.
 - b) The loan/credit obtained by the Second Party against the security of the agreed portion of the land and agreed share of Second Party's allocation area shall be used for

development of the said project and for no other purpose. The Second Party under no circumstance shall divert the funds to any other project.

- c) The Second Party shall not create any charge or lien or seek any loan advance etc. on the First Party's share/location.
- d) The Second Party shall pay and discharge the liabilities incurred by it promptly and promptly and shall keep the First Party fully informed and indemnified at all times against any losses/costs/risks.
- e) The First Party shall facilitate, sign and execute all documents and do all such acts and deeds as may be necessary for creation of mortgage over duly demarcated agreed portion of the said land.

11. MUTUAL AND/OR JOINT OBLIGATIONS:

- 11.1 In the event of any compulsory acquisition/requisition of the Said Land or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/requisition of the Said Land or any part thereof before the Completion Date or the demarcation and division of the respective allocations of the Parties, whichever is later, both the Parties shall jointly contest the same.
- 11.2 All the land revenue, Taxes, Charges and levies in respect of the Said Land after the date of execution of this Agreement shall be borne and paid by the First Party and the Second Party (or their nominees and/or the Transferees under it) in the ratio of their respective allotted areas.

12. MAINTENANCE OF THE SAID PROJECT:

- 12.1 Upon completion of the development and conveyance of the developed area to the prospective Transferee(s), the Said Project shall be maintained by the Second Party or their nominee. All the present or future, occupiers/buyers, who would use the Common areas, facilities and amenities shall be governed by the rules framed by the Second Party and/or the Maintenance Agency so nominated from time to time. On handing over the possession of the respective plots to the Transferee(s)/Buyers or to the First Party the maintenance of the Said Project will exclusively rest with second party.

13. SPACE ALLOCATION:

- 13.1 In consideration of the respective obligations of the Parties, it has been agreed by and between the Parties hereto that after all Applicable Permits including the sanction of the Plans by the concerned authorities for development are obtained, the Second Party shall commence development and the whole of the developed area shall form part of



the Said Project. The Said Project shall be comprised in various plots, units, constructed spaces, including areas, which comprise of saleable areas, super areas, common open spaces, Easements etc. and green belts etc. The area allotted to each of the Parties may be tentatively marked in the draft and approved Plans.

- 13.2 Upon sanction of the Layout plan/License, the Second Party shall be entitled to exclusively market and sell the proposed developed spaces in the Said Project forming part of the First Party & Second Party's Allocation either through post-launch sale bookings or post-completion sale bookings or pre-launch sale bookings as may be permissible under Applicable law.

14. **MARKETING:**

- 14.1 The final marketing, selling and advertising plan and the pricing of the Plots/Units in the Said Project shall be determined and finalized by the Second Party and all activities related thereto shall be exclusively carried out by the Second Party and/or its group companies, Associates, Affiliates, etc., in any manner as they deem fit.
- 14.2 On the approval of the Plans for the Said Project (covering the Entire Area of the said Land) by the concerned competent authorities, the Second Party will be entitled to formally launch the Said Project and sell the proposed area forming part of the First Party's and Second Party's Allocation under its brand name and collect the advances and make bookings on such terms and conditions as it may deem fit and proper PROVIDED ALWAYS that the First Party's share in the Project shall only be marketed by the Second Party.

15. **POWER OF ATTORNEY:**

- 15.1 That the First Party undertakes to irrevocably constitute the Second Party and/or its nominee(s) and/or its assignee(s) as its registered General Power of Attorney for submitting applications to the Government Authorities for obtaining all Applicable Permits including sanction of building plans and doing all acts, deeds and things as may be required for the same and also for the sanctioning, development, construction and Completion of the Said Project and for all purposes mentioned in the said Deed of Power of Attorney till the duration and full implementation of this Agreement in all respects.
- 15.2 That upon execution of this agreement, the First Party shall also constitute the Second Party vide the aforesaid irrevocable Power of Attorney referred to hereinabove, as its



attorney to sell the First Party's and Second Party's Allocation. The First Party shall not do or cause to do any act, which shall affect the Second Party's right to sell, lease, Transfer or assign its right in the First Party's and Second Party's Allocations.

- 15.3 The Second Party's and/or its nominees undertake in their capacity as a Second Party in terms of this Agreement and as an irrevocable attorney of the First Party not to do or cause to be done any act, omission or thing, which may, in any manner, contravene any Applicable Law or which may, in any manner, amount to misuse of any terms of this Agreement or breach of any other provisions of law or which may create a liability for the First Party and herein fully indemnify the First Party from any loss, harm or damage.

16. INDEMNITY:

- 16.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) (hereinafter referred to as "the Damage"), Suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of
- (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or
 - (ii) A breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

17. SALE DOCUMENTS:

- 17.1 After obtaining requisite licenses, permission required for development and construction of the Said Project, agreement to sell, allotment letter, the conveyance deeds/Sale deeds and the Sale letters etc. of the plots forming part of the First Party's allocation and that of the Second Party's Allocation shall be signed by the Second Party as the duly constituted irrevocable attorney of the First Party and the Second Party.



18. JURISDICTION:

- 18.1 In case of any dispute arising out of or in connection with this Agreement and its stipulations between the parties or any part of this Agreement and any matter arising out of this agreement the only place of jurisdiction shall be Sonapat i.e. the courts and quasi-judicial authorities at Sonapat shall have exclusive jurisdiction and all places other than Sonapat stands specifically excluded.

19. COMMUNICATIONS AND NOTICES:

- 19.1 All documents to be furnished or communications to be given or made under this Agreement shall be in the English language and shall be in writing.
All such notices, communications, letters etc. required to be made, serving, communications in terms of the agreement and for under these presents shall be in writing and shall be served & communicated at the following addresses:

If to the First Party:

Village & Post Office Thana Kalan, Tehsil Kharkhoda, District Sonapat, Haryana

If to the Second Party:

Plot No.4B, District Center, Mayapuri Phase-I Extension, Delhi-110091

- 19.2 If the First Party or Second Party changes its address or acquires any new address, for notices, communications and letters etc. required by or under this Agreement, the respective party shall immediately notify such changes, in writing, to the other Party.

20. SPECIAL COVENANTS:

- 20.1 That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and conclude and to do all other acts, deeds, matters and things whatsoever, as maybe necessary implementing or giving effect to the terms of this Agreement.
- 20.2 Both the First Party and Second Party shall endeavor to work with the spirit of co-operation and shall not work towards the detriment of each other's interest or the interest of the Said Project.
- 20.3 In entering into this Agreement, the Parties recognize that it is impractical to provide for every contingency that may arise in the course of the performance hereof. Accordingly, the Parties declare it to be their intention that this Agreement shall

operate between them with fairness and without detriment to the interest of any of them in accordance with the terms of this Agreement.

20.4 From time to time, the Parties shall take all appropriate actions and execute and deliver, or cause to be executed and delivered, such documents, agreements or instruments, which may be reasonably necessary or advisable to carry out any of the provisions of this Agreement.

20.5 From the date of the execution of this Agreement, the First Party will not do anything on or with respect to the Said Land as well as around the Said Land, which will have any Material Adverse Effect on the obligations of either Party under this Agreement in any manner whatsoever including the right of Easements and the rights of Second Party in terms of this Agreement.

21. FORCE MAJEURE EVENT

- 21.1 "Force Majeure Event" shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance
- (i) is beyond the reasonable control and not arising out of the fault of the Affected Party,
 - (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care and
 - (iii) which has Material Adverse Effect.
 - a) Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire to the extent originating from a source external to the Said land or the Said Project, flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, tsunami, hailstorms, landslides, lightning, explosions, whirlwind, cyclone, plague, exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project on the Said Plot;
 - b) Radio active contamination, ionizing radiation;
 - c) Epidemic, famine, epidemic quarantine;
 - d) Act out of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot,



rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;

- e) Major structural repair and/or destruction of infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by Government Authorities and/or statutory authority, change of law, action and/or order by Government Authorities and/or statutory authority, third Party action, governmental or other authority or any other act of commission or omission or cause beyond the control of the Party affected thereby;
- f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against First Party or Second Party in any proceedings (which are non-collosive and duly prosecuted by the Party) for reasons other than failure of First Party or Second Party as the case may be or any Person claiming through or under it to comply with the Applicable Laws, Applicable Permits, etc. or on account of breaches thereof or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;
- g) Non-grant of the Applicable Permits for the Said Project and/or development of the Said land within the stipulated time for the reasons beyond the control of the Affected Party;
 - h) The change in Law;
 - i) Any event or circumstances of a nature analogous to the foregoing.

Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, due to any Force Majeure Event.

21.2. If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

- a) Give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and
- b) use reasonable efforts to remedy such occurrence as quickly as possible.

22. BINDING EFFECT:

22.1 That in pursuance of the due performance of the obligations and Parties hereto duly performing and observing all the covenants hereto contained, this Agreement shall not



be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators, nominees and assigns etc. This Agreement shall be read along with all previous understandings/arrangements between the parties pertaining to the Said Land.

23. ASSIGNMENT:

- 23.1 The Second Party shall be at liberty to assign or nominate all or any of its rights and obligations under this Agreement to the Group or any of its Joint Venture companies, subsidiaries, parent company and holding company or any other person and perform any/or all its obligations under this Agreement with the assistance of or in collaboration with them.

24. ENTIRE AGREEMENT:

- 24.1 This Agreement alone represents and constitutes the entire agreement and understanding between the parties with respect to the subject matter and matters dealt with herein. This Agreement supersedes any and all prior or previous understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the Parties stand rescinded, terminated and cancelled on the date of execution of this Agreement and only this Agreement shall govern the respective rights and obligations of the Parties to this Agreement. There are no prior understandings, representations or warranties except as expressly set forth herein and no rights are granted to either Party except as expressly set forth herein or subsequent to the date hereof in writing and signed by the Party or by a proper and duly authorized representative of the Party to be bound hereby. Each Party hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty, save as expressly set out here in or in any document referred to, herein. This Agreement shall be considered to be the sole depository of the terms and condition agreed upon between the Parties hereto regarding the subject matter of this Agreement and any correspondence between the Parties subsequent to the date of execution of this Agreement will not be looked into for any inference or meaning of this Agreement.

25. MISCELLANEOUS:

- 25.2 **Principal to Principal Basis:** This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship between the Parties hereto and the relationship between the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded herein.
- 25.2 **Authority:** Each of the Party to this Agreement viz. the First Party and the Second Party hereby undertake and declare that they have the necessary power and authority to enter into this Agreement and the respective signatories signing and executing this Agreement on their respective part have the necessary authority and power to enter into, sign and execute this Agreement. The signatories to this Agreement also personally covenant that they are each duly authorized to execute this Agreement on behalf of the respective party whom they represent.
- 25.3 **No acts to jeopardize the Agreement:** The Parties shall not to do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.
- 25.4 **No acts to invalidate the Agreement:** The Parties shall not do any act, deed, matter or thing whereby or by means where of the license and/or approval granted by any authority for the development of the Said Land is or maybe or likely to be cancelled, terminated or otherwise made invalid and ineffectual;
- 25.5 **Performance of all acts for compliance with laws:** The Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or Central laws or terms of license etc. for the development of the Said Land.
- 25.6 **Tax Liability:** The Parties shall be responsible and liable in respect of Tax and/or other statutory liabilities with respect to their respective share of area of the Said Project and shall directly meet their respective requirements in this regard.
- 25.7 **Indemnity for Breach:** Each Party shall indemnify other against any claims, demands, actions, loss, damage, costs or expenses suffered by the other(s) as a consequence of breach of any of the terms of this Agreement.
- 25.8 The Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.
- 25.9 That this transaction has taken place at Kharikhoda, and in case, if any disputes arising out for the interpretation or touching or concerning to the terms recorded herein,



same shall be adjudicated in terms of the provisions of Arbitration & Conciliation Act, 1996, by mutual consent referring the matter to the Sole Arbitrator, its decision shall be final & binding. The venue of the proceedings shall be at Kharkhoda.

- 25.10 **Registration:** All costs and expenses including stamp duty and charges and levies as may be fixed to be payable on the registration of this agreement shall be paid and borne by the second Party alone.
- 25.11 That the Parties shall apply for development of the said land under any prevailing development policy of the Department of Town and Country Planning, Haryana, as may be deemed fit by the Second Party and the Second Party shall not require any consent from the First Party for the same.
- 25.12 That this Collaboration Agreement shall continuously remain valid and binding between the Parties and shall at all times remain irrevocable. It is further agreed by and between the parties that no amendment/alienation/modification etc. in the terms and condition of the Collaboration Agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana.
- 25.13 That the Second Party shall be responsible for compliance of all terms and conditions of license/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
- 25.14 That the First Party shall execute such irrevocable general/special power of attorney(hereinafter referred to as Power of Attorney) in favour of the Second Party specifically authorizing its officials, authorized representatives to do all acts, deeds and things which the Second Party/Developer in its prudence may deem appropriate to obtain license/permissions/notifications approvals for development and completion of any work over First Parties land and thereafter advertise, sell, market, develop, execute conveyance deed and receive the entire civil consideration in its name. First Party agrees and undertake not to cancel, revoke or modify the said Power of Attorney and shall keep the same in full force till the full implementation and completion of the project and thereafter also.
- 25.15 That all the parties to this agreement admit and acknowledge and agree with the terms and conditions of this Collaboration Agreement.
- 25.16 That Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.



- 25.17 All costs and expenses including stamp duty and charges and levies as may be fixed to payable on the registration of this agreement shall be paid and borne by the Second Party alone.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THE DATE & PLACE FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

FIRST PARTY

1. Smt. Nirmla Devi
4700 4851 3865

2. Shri Rajinder Singh
5424 7856 9534

Witnesses:

1. Vinod Kumar
R/o Pipri
9816169044 *विनोद कुमार*

2. Parikaj Lalun Aka. S/o Shri Jaipal Singh Lalun
R/o Sonapat
9812121691 *Parikaj*

SECOND PARTY

M/s Dream Town Realty Pvt. Ltd.
Through its Authorized Signatory
Shri Ajay Pal
9692 9412 9293

Ajay Pal

Sankar
SANKAR
ADVOCATE
B-10, PHASE-1, GATEWAY
B-10, PHASE-1, GATEWAY



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New document	 Indian Non Judicial Stamp Haryana Government	 Date: 17/09/2023
Certificate No. 1850013466 QR No. 106114485		Stamp Duty Paid: ₹ 1000 Penalty: ₹ 0
Seller / First Party Detail		
Name: Harpal Singh H.No/Floor: 0 City/Village: Thane Kalan Phone: 9111111111	District/Ward: 0 District: Kharikhoda State: Sonapat	Loc/Ham: 0 State: Sonapat
Buyer / Second Party Detail		
Name: Nandini Development Co. H.No/Floor: 0 City/Village: Delhi Phone: 9111111111	District/Ward: 0 District: Delhi State: Delhi	Loc/Ham: 0 State: Delhi
Purpose: use for QR		

The authenticity of this document can be verified by scanning the QR Code. To sign and share on all devices, click this page link: [https://www.indianstamp.com/qr/106114485](#)

GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is being made and executed at Kharikhoda on this 05 day of September, 2023 by:

KNOW ALL MEN BY THIS POWER OF ATTORNEY Shri Harpal S/o Shri Dilbagh S/o Prithi, Shri Ramesh S/o Shri Dilbagh S/o Prithi, Shri Surender Singh S/o Shri Dilbagh S/o Prithi and Shri Ravinder S/o Shri Raj Kumar S/o Prithi, Shri Devender S/o Shri Raj Kumar S/o Prithi all resident of Village & Post Office Thana Kalan, Tehsil Kharikhoda, District Sonapat, Haryana and Smt. Mahesh Devi W/o Shri Ramesh S/o Omprakash R/o 78A, Near Krishna Nursery, Prem Nagar, Rohtak, Rohtak, Haryana-124001 and Smt. Jyoti W/o Shri Jitender S/o Bahwan Singh resident of Kalra Pura Village Khodwa (SS), Tehsil Rohtak,

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Dist. Rohtak, Haryana, Shri Bijender S/o Dharampal S/o Ram Narayan resident of Kharkhoda Tehsil Kharkhoda Distt. Sonapat Haryana and Shri Krishan S/o Dharampal S/o Ram Narayan resident of Ward NO. 4, Brahman Mohalla, Kharkhoda Tehsil Kharkhoda Distt. Sonapat Haryana, (hereinafter referred to as the "Executant", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors in interest and permitted assigns as applicable);

IN FAVOUR OF

M/s NEXTRA DREAM TOWN REALTY PRIVATE LIMITED, a Private Limited company duly incorporated as per provisions of the companies Act 2013 having its registered office at Plot No.4B, District Center, Mayapuri Vihar Phase-1 Extension Delhi-110001 (PAN No. AAICC0749F) represented by its Authorized Signatory Mr. Ajay Pal S/o Sh. Dharam Singh (Aadhar No. 909254129293) R/o H.No..836, Kalyan Nagar, Sonapat, Haryana-131001 (hereinafter referred to as the "Attorney", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns as applicable)

Whereas:

- A. The Executant has entered into Collaboration Agreement dated 03-08-2023 with NEXTRA DREAM TOWN REALTY PRIVATE LIMITED (hereinafter referred to as the "Agreement") i.e. the Attorney herein, in respect of their land situated in the revenue estate of village Kharkhoda, Tehsil Kharkhoda, Distt. Sonapat (hereinafter referred to as the SAID LAND) and more particularly described in the Collaboration Agreement dated 03 August 2023 ("Scheduled Property").
- B. The Executant has executed the Agreement with respect to the Scheduled Property for the purpose of development and construction of Affordable Residential Plotted Colony under DDJAY - 2014 (the "Project") on various terms and conditions stipulated therein.
- C. In terms of the Agreement, the Executant is required to provide a Power of Attorney to NEXTRA DREAM TOWN REALTY PRIVATE LIMITED i.e., the Attorney herein, authorizing the latter to perform all such acts and activities as may be necessary and required for, inter alia, proper and successful implementation of the Project.



NOW, THEREFORE, KNOW ALL MEN AND THESE PRESENTS WITNESSTH THAT, WE, the Executant do hereby constitute and appoint NEXTRA DREAM TOWN REALTY PRIVATE LIMITED as its lawful Attorney and authorizes NEXTRA DREAM TOWN REALTY PRIVATE LIMITED to do and execute, any or all the following acts, deeds, matters, and things concerning the Project at its own cost and expenses and in particular that is to say:

1. To look after, manage, control and deal with the **Scheduled Property** in the manner as may deem fit by the Attorney to effectuate and implement the intent the purpose of the Agreement and any act incidental and ancillary thereto, through itself and/ or by way of sub-delegation of authorities to do any and/ or all acts and deeds as stipulates in these presents.
2. To authorize and permit the Attorney to enter the **Scheduled Property** to perform all such acts and activities as may be necessary and required for the purpose of constructing, developing and implementing the Project and any other approvals in relation thereto.
3. To plan, design and execute the Project, whether involving or not the **Scheduled Property**, in such manner as the Attorney deems fit, sign and file all necessary applications, papers, affidavits, undertakings and documents with governmental authorities and obtain no-objection certificate(s), permissions and approvals from the Governmental Authorities.
4. To appoints architects, contractors, experts, consultants, accountants and labourers, carpenters, electricians, and other service providers/independent personnel(s)/person(s) as may be required for the implementation of the Projects.
5. To sign and execute any and all deeds, instruments, undertakings, applications, affidavits, declarations and any other document(s) which shall be necessary for giving full and complete effect to the purpose of the Agreement.
6. To apply, sign, appear, present wherever required for the purpose of taking electricity, water, and any other connections, and apply to Governmental Authorities, local bodies, government departments, etc., for taking all the requisite approvals, permissions and sanctions including but not limited to environment, water pollution, air pollution, etc., in respect of the construction, development and execution of the Project



7. To advertise, market, sell the **Scheduled Property**/ land or any part thereof including any development thereon, execute Conveyance Deed including the share of the executant and receive sale consideration for the same in its name, and/ or deal with the developed plots/commercial area on the **Scheduled Property** in the Project in accordance with the provisions of the Agreement, for and on behalf of the Executant after all approvals required are received from the concerned authorities.
8. To apply for and obtain and requisite license, permission and approvals for transfer/ migration of licenses granted/ to be granted in respect of **Scheduled Property** alongwith the constructions thereon from the concerned authorities including but not limiting to the authorities under Government of Haryana, HUDA/HSVP, DTCP and any other concerned Authority under the State/Central/Local Authorities and for those purposes to sign applications, affidavits, undertakings and any other letters and documents as required.
9. To apply for and obtain licenses, sanctions, permissions, NOC from the concerned authorities including but not limited to Director, Town and Country Planning, Haryana at Chandigarh (DTCP), National Highway Authority of India (NHAI), Forest department, Environmental clearances and/or any other concerned authorities under local/state/central Government including Income Tax Department, Reserve Bank of India etc. for developing of the **Scheduled Property** under the provisions of Haryana Development and Regulations of Urban Areas Act, 1975 or any other applicable Laws, Rules etc. and for that purpose to sign/verify/ swear and file all necessary applications, undertakings, agreements, affidavits, Bank Guarantees, Indemnity bonds and/or all other papers and documents as may be required from time to time by the concerned authority/authorities.
10. To apply and obtain permission for Change of Developer/ transfer of said License from DTCP in favour of Attorney as per the Agreement or any of its affiliates to execute the necessary documents as may be required from time to time on my/our behalf.
11. To surrender, migrate, and revise the **Scheduled Property** from the License granted in favour of Attorney or any of its affiliates.
12. To develop the **Scheduled Property**, any other super structures, layout service infrastructures, including but not limited to roads, parks, community sites/buildings etc. thereon as may be required for the development of the



Project and/or deem necessary and permissible under law and for that purpose to sign/execute Memorandum of Understanding, Contractor Agreement, development agreements, Joint Venture Agreement and any other arrangements/agreements on such terms and conditions as the Attorney may negotiate and agree, hand over possession of the **Scheduled Property** to the vendors, contractors, developers, colonizers for the purpose of construction, development and completion of the construction activity.

13. To represent Executant and appear before any and all concerned authorities including the Municipal Authorities, DTC, HUDA/HSPV, Tehsil or any other Local/State/ Central Government authorities for or in connection with the development, construction and completion of construction on the **Scheduled Property** and for the aforesaid purpose to sign all applications, objections, representations and undertakings, affidavits, Indemnity Bonds, etc. as may be required from time to time for and on behalf of the Executant.
14. To appoint and/or remove architects, engineers, supervisors, RCC Specialists, Building Contractors, workmen, Clerks, and other staff members, Advocates, counsels and other persons as my/our Attorney deems fit and on such terms and conditions as may be decided by the said Attorney for the purposes mentioned in these presents.
15. To make applications, effect amendments and also to submit revised applications for the purpose of securing necessary renewals, revalidation of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Area Act, 1975, if and in other related Act, rules, regulations, executive decisions etc., and to take all possible steps for the purpose of securing such permissions/ license or renewals thereof for the purpose of development of the **Scheduled Property**.
16. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of layout, Building Plans and/or for the purpose of constructing/building on the subject Land, utilizing the entire FSI/FAR available in respect of the **Scheduled Property** as are permissible under development rules from time to time.
17. To apply for and obtain all requisite permissions, sanctions and approvals as may be required for development of the Project involving the **Scheduled**



Property and/or for constructions thereon by way of erection of building and other constructions on the **Scheduled Property** and for that purpose to sign, file and submit layout plan, building plan, service plan, revised/modified building plan and services plan before the concerned authorities including but not limiting to DTCP, HUDA/HSVP, Municipal Authority, and/or any other local/ authority under the State Government and/or Central Government as may be required from time to time.

18. To apply for and obtain requisite permissions, approval, NOC from the concerned authorities such as Fire Department, Department of Environment, Forests Department, Mining Department, Licensing Authorities, Municipal Authorities and/or authorities in charge of Sewer, Water, Electricity, Highways any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and to sign, file, execute all Applications, Representations, Affidavits, Undertakings, Indemnity Bonds and such other papers and documents and may be required to be submitted before these authorities from time to time.
19. To commence, carry on and complete and/or cause to be commenced, carried out and complete construction work on the **Scheduled Property** in accordance with the license or sanctioned layout plans, zoning plans, services plans etc. and specifications whether amended or otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.
20. To apply for and obtain the completion certificate and/or occupation certificate with respect to the **Scheduled Property**, either as a whole or in parts, from the authorities concerned and for that purpose to sign, execute, file and submit and the completion plans, Application, Notice and all such other papers and documents as may be required from time to time.
21. To carry out all the requisitions that may be made by all the authorities concerned including by the Municipality, HUDA/HSVP, DTCP, the Government of Haryana etc. and all the Officers of such authorities.
22. In case of any claims, objections, encumbrances, litigation, etc. the Attorney are empowered to remove and settle the same and to clear the title at its costs and responsibilities.
23. To represent Executant in all Central and State Government Departments including the offices of the Collectors of Land Revenue, Tehsildars/Patwari's



or any other Revenue Authority, to apply, coordinate with DTCP, HUDA/HESVP, Survey Department and all the Municipal Offices and other local offices or appropriate police stations or police offices or police departments, water Department, fire-brigade, electricity boards etc. in relation to the affairs of the **Scheduled Property** for any part or portion thereof for any purpose connected with or effecting the **Scheduled Property** or any part or portion thereof including taking permissions, approaches, NOC, for construction, completion and for that purposes to give, file, submit completion plan, Affidavit undertaking etc. as may be required from time to time.

24. To appear before the Land Acquisition Office, file objections, representations, applications and all other papers and documents for de-notification/release of land from the proceedings under Land Acquisition Act, and do all acts, deeds and things as may be required from time to time to get the **Scheduled Property** or any part thereof de-notified/released and to represent in acquisition proceedings and also to oppose the said proceedings.
25. To make, execute, swear, declare, register and advertise all necessary documents, declarations affidavits, applications, petitions/plaints, written statements and writings and for the purpose set out therein and to appear and represent Executant before all and every court or courts, magistrates, Government Authorities, Municipal Authorities, Town Planning Department, Police Authorities, Sales Tax Department, Finance Department, Electricity Board and others concerned or competent authorities or office or officers whatsoever and to make applications, petitions representations or appeals and to swear, defend and plead all matters before them touching and concerning the **Scheduled Property** and the development/construction thereon.
26. To receive, make all payments and deposits as may be required or necessary and to apply for and obtain refund thereof in the name of my Attorney and to give proper receipt and discharge for the same.
27. To pay, settle, adjust, deduct and allow all accounts, claims and demands for quit rent, assessment and repairs and other outgoings in respect of the **Scheduled Property**.
28. To make necessary applications for procuring permits and quotations for cement, steel and other building materials, and for the purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such



documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotations etc.

29. The Attorney are entitled to commence, prosecute, institute, defend, oppose, appear or represent in all actions and other legal proceedings in respect of or pertaining or touching the **Scheduled Property**, development/construction thereon whether pending at present or which may be filed or taken hereafter including the appeals, reviews and revisions whether civil, criminal, revenue, original or appellate and also including all proceedings before the Tribunals, Collector, or Additional or Deputy collector of Land Revenue, Tehsildars, Municipal, Police, Revenue, Taxation, Public works DTCP, HUDA/HSPV, Sales Tax and also before all Magistrates or Judicial and Revenue/Planning Officers or other Officer or Officers, banks, public institutions or companies or persons and to issue or accept services of all summons, writs, or proceedings or processes, to engage counsel, to proffer evidence, to give statement[s] with or without oath, to settle, compromise or withdraw any litigation, to produce evidence etc., to deposit or withdraw any amount in respect of the **Scheduled Property**, to execute a decree, to obtain possession, appoint arbitrator or commission, to appear before him and to do all acts, matters and things as may be necessary in connection therewith and also if thought fit to compromise, refer to arbitration, abandon, submit to judgement or become non-suited.
30. To appear before the Collector of Stamps for stamp duty purpose and the concerned Sub-Registrar for presenting the various Agreements, Deeds, and documents for registration, to admit execution thereof and to do all matters incidental to development, construction of project and for the purpose of creation of third party interest in the Project involving the **Scheduled Property** and incidental thereto, but only after handing over physical possession of allotment of the plots in accordance with the Agreement.
31. To apply to and receive, in the name of Attorney, from and/or adjust with all refund/ adjustment of any dues, fee, including, license fee in respect of the Project involving the **Scheduled Property** from the Haryana Government/HUDA/HSPV, DTCP, any other authority of the government and to give the valid receipt thereof.





32. To exchange and/or enter into joint venture/collaboration/joint development in respect of the Scheduled Property with HUDA/HSVP, HSIDC or any other Corporation, authority or body corporate or Government as the situation may require in the opinion of the Attorney, for the purpose of development of the Scheduled Property and for that purpose to execute various documents including but not limited to present any representation, application, affidavit, undertaking, indemnity, joint venture agreements, development agreements etc. as may deem fit to the Attorney.
33. To pay all taxes, assessments, levies, rates, charges, expenses, to appear and represent Executants before any and all concerned authorities, departments and parties as may be necessary or required or advisable in connection with the development of the Scheduled Property and/or for the purposes mentioned in these present and to make such representations, applications, affidavits, indemnities, undertakings, agreements and arrive at such arrangements as may be conducive to the development of the Scheduled Property in accordance with the permission of the Competent Authorities and applicable laws, rules, notifications, policies.
34. To obtain any payment(s)/refund(s) for and on behalf of the Executants from any person, department, authority, officer etc; to grant receipts, therefore; to make any payments for and on behalf of the Executants; to settle any disputes/issues concerning the Scheduled Property in the manner deemed fit by the Attorney.
35. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the units in the Project/Scheduled Property, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect or demand the rent/ license fee, in case of lease/license, and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts.
36. To execute from time to time all the agreements/deeds/documents and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, allotment, lease, sub-lease, license, sub license, sale, conveyance and/or transfer of the Saleable Areas in favour of prospective allottee(s)/transferees, as the ATTORNEY may deem fit.



37. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/deeds/documents for registration of sale/lease/transfer, as the case may be, of the Developer Area in favour of the prospective allottee(s)/transferee(s) and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove, subject to the ATTORNEY having handed over physical possession of the EXECUTANT's share of the property of the Project.
38. To give formal possession of the units/plots in the **Scheduled Property** or any part thereof to the prospective allottee(s)/transferee(s).
39. To appoint any other general/special power of attorney and delegate all or any of the powers given under this Power of Attorney.

AND THE EXECUTANT and the ATTORNEY hereby agree that this power of attorney is irrevocable and it has been granted to the ATTORNEY for a valuable consideration

AND THE EXECUTANT hereby agrees that all such acts, deeds or things done by the Attorney by virtue of the powers granted under these presents shall be construed as acts, deeds, and things done by the Executant in person and they undertake to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done thereunder

AND THE EXECUTANT HERIN DO HEREBY agrees that all such acts, deeds or things whatsoever in or about our **Scheduled Property**, estates, property and affairs herein either particularly or generally described as amply and effectually to all intents and purposes as the Executants herein could do in its own name be done by the Attorney by virtue of the powers granted under these presents shall be construed as acts, deeds, and things done by the Executant in person and the Executant herein undertakes to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done in respect of **Scheduled Property** by virtue of presents there under

IN WITNESS WHEREOF the Executant hereto have hereunto set and subscribed their/his hands signature on this General Power of Attorney on the day month and year first above mentioned in the presence of the following witnesses.



In witness whereof the Executant has executed these presents on this 05 day of September, 2023.

EXECUTANT

In favour of

Sh. Harpal

Smt. Meenu Devi

AIAY PAL

5282 3990 6572

4859 9888 7568

Authorized Representative

ASIPHE243E

AQXPCK298DQ

Nestra Dream Town Realty Private Ltd



909294129293

VBPP6784A

ent

Sh. Ramesh

Smt. Jyoti

Sh. Sarinder Singh

9669 5424 0886

5811 8722 5793

4181 1807 9050

BDDPR3643H

AMTPJS125D

EJNPS2576E



Sh. Bijender

Sh. Ravinder

Sh. Devender

Sh. Krishan

6485 2285 5735

6713 0401 3958

4079 8893 7216

7643 8318 5755

CYPS1455G

DEBPR4766A

BEOPD2036N

GY2P564188



In presence of:

1. Virender Rambaradar

Virender Rambaradar

2. Pankaj Lakra Adv.

Pankaj Lakra Adv.

Drafted By

Ravinder Singh Advocate
Civil Services Officer, Dist. Session
Page No. 353 Sr. No. 353

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Reg. Year

Book No.

30

2023-2024

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समूह



समूह



समूह



अधिसूचना जारी की जा रही है

समाज 1 > इन्फो टेक प्रोपर्टी प्राइवेट लिमिटेड

समाज 2 > Neutra Dream Town Realty Private Limited thru A/c

For

समाज 1 > विवेक ए. सिन्हा

समाज 2 > प्रमोद कुमार शर्मा

प्रमाण पत्र

प्रमाणित किया जाता है कि यह समूह समूह 26 राज दिनांक 05-09-2023 को बही में 4 पृष्ठ में 41 के पृष्ठ में 3 पर किया गया तथा इसकी एक प्रति अधिसूचना की संख्या 4 दिनांक 10 के पृष्ठ में 58 के में पर लिखाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रमाणपत्र और गवर्नर के अपने आवासपरिचालन अनुष्ठान में सामने रखा है।

दिनांक 05-09-2023

अधिसूचना जारी की जा रही है ()

यह प्रमाणित

अधिसूचना जारी की जा रही है
दिनांक 05-09-2023
पृष्ठ 41



Certificate No. TB302024/13

QRN No. 125667544



Stamp Duty Paid: ₹ 1000

Penalty: ₹ 0

Rs. Amount

Seller / First Party Detail

Name: Joginder Singh

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Thana Kalan

District: Sonapat

State: Haryana

Phone: 83****79

Buyer / Second Party Detail

Name: Neetra dream town realty Pvt Ltd

H.No/Floor: N

Sector/Ward: N

LandMark: Phase 1 extension

City/Village: Mayapuri

District: Delhi

State: Delhi

Phone: 83****79

Purpose: GPA

The authenticity of this document can be verified by scanning the QR Code through smart phone or on the website <https://njsa.haryana.gov.in>GENERAL POWER OF ATTORNEYTHIS GENERAL POWER OF ATTORNEY is being made and executed at Kurukshetra on this 30th day of December, 2024 by:

KNOW ALL MEN BY THIS POWER OF ATTORNEY I, Shri Joginder Singh (Aadhaar No. 5424 7650 9954 PAN CIIHPS1003C) S/o Baljit Singh S/o Shri Ramphal R/o Thana Kalan, Sonapat, Haryana -131402 (herein after jointly/collectively referred to as the "Executant", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors in interest and permitted assigns as applicable);

IN FAVOUR OF

Joginder Singh.

पत्र संख्या: MS-2

दिनांक: 08-01-2025

डीड संबंधी विवरण	
डीड का नाम	GPA
लक्ष्मीनारायण-लक्ष्मीन	खरखोदा
मालिक/सह	खरखोदा II

घर संबंधी विवरण	
रशि 0 सप्ते	सहाय्य हस्तों की रशि 1000 सप्ते
सहाय्य नं. : TR30024613	सहाय्य की रशि 1000 सप्ते
रशि/सहाय्य डीड की रशि 100 सप्ते	EChamber 126000004
	रशि/सहाय्य डीड 3 सप्ते
Created by: जोगिंदर सानी सॉफ्टवेयर	Server Charge: 200

यह पत्र 08-01-2025 दिन बुधवार सुबह 11:00:00 AM बजे श्री/श्रीमती/सुपारी
जोगिंदरसिंग पुत्र बलजीरसिंग निवास बलजीरसिंग द्वारा पंजीकृत हेतु प्रस्तुत किया गया।

उपस्थित पंजीकृत अधिकारी (बलजीरसिंग)

Jogindersingh

हस्ताक्षर पंजीकृत
जोगिंदरसिंग

Jogindersingh

उपस्थित बलजीरसिंग व श्री/श्रीमती/सुपारी M3 NEXTRA DREAM TOWNS REALTY PVT LTD TIRU ARJAY PAL हाथों में
। प्रस्तुत पत्र के तहत की रशि की रशि
से सुबह 11:00 बजे बलजीरसिंग निवास बलजीरसिंग द्वारा पंजीकृत श्री/श्रीमती/सुपारी जोगिंदरसिंग 100 रशि। अतः यह पत्र
रशि व श्री/श्रीमती/सुपारी बलजीरसिंग द्वारा पंजीकृत रशि उपस्थित
रशि की रशि में की।
रशि में। इस उपस्थित (उपस्थित) के रूप में जगती है तथा यह रशि में 2 की रशि करता है।

उपस्थित पंजीकृत अधिकारी (बलजीरसिंग)

दिनांक: 08-01-2025

M/s Neutra Dream Town Realty Pvt. Ltd., a Private Limited Company duly incorporated as per provisions of the Companies Act, 2013 having its registered office situated at Plot No.4B, District Center, Major Vihar Phase-1 Extension, Delhi - 110091 (PAN No. AAJCC0749F) represented by its Authorized Signatory, Shri Ajay Pal (Aadhar No 909294129293) So Shri Dharm Singh R/o H.No.333, Sector-13, Sonapat, Haryana-131001 (hereinafter referred to as the "Attorney", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns as applicable)

Whereas:

- A. The Executant has entered into Addendums Collaboration Agreement dated 19-12-2024 with M/s Neutra Dream Town Realty Pvt. Ltd. (hereinafter referred to as the "Agreement") i.e. the Attorney herein, in respect of their land situated in the revenue estate of village Kharkhola-2, Distt. Sonapat (hereinafter referred to as the SAID LAND) and more particularly described in the Collaboration Agreement dated 19-12-2024, ("Scheduled Property").
- B. The Executant has executed the Agreement with respect to the Scheduled Property for the purpose of development and construction of Affordable Residential Plotted Colony under DDAA - 2016 (the "Project") on various terms and conditions stipulated therein.
- C. In terms of the Agreement, the Executant is required to provide a Power of Attorney to Neutra Dream Town Realty Pvt. Ltd., i.e., the Attorney herein, authorizing the latter to perform all such acts and activities as may be necessary and required for, inter alia, proper and successful implementation of the Project.

NOW, THEREFORE, KNOW ALL MEN AND THESE PRESENTS WITNESSTH THAT, WE, the Executant do hereby constitute and appoint Neutra Dream Town Realty Pvt. Ltd., as its lawful Attorney and authorizes Neutra Dream Town Realty Pvt. Ltd., to do and execute, any or all the following acts, deeds, matters, and things concerning the Project at its own cost and expenses and in particular that is to say:

1. To look after, manage, control and deal with the Scheduled Property in the manner as may deem fit by the Attorney to effectuate and implement the intent the purpose of the Agreement and any act incidental and ancillary thereto, through itself and/ or by way of sub-delegation of authorities to do any and/ or all acts and deeds as stipulates in these presents.
2. To authorize and permit the Attorney to enter the Scheduled Property to perform all such acts and activities as may be necessary and required for the purpose of constructing, developing and implementing the Project and any other approvals in relation thereto.
3. To plan, design and execute the Project, whether involving or not the Scheduled Property, in such manner as the Attorney deems fit, sign and file all necessary applications, papers, affidavits, undertakings and documents with governmental authorities and obtain no-objection certificate(s), permissions and approvals from the Governmental Authorities.
4. To appoints architects, contractors, experts, consultants, accountants and labourers, carpenters, electricians, and other service providers/independent personnel(s)/person(s) as may be required for the implementation of the Projects.

Joginder Singh.

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वेतकरी



प्रधिकार



गवाह

उपस्थित पंजीयन अधिकारी

वेतकरी :- अधिवृत्ति Joginder Singhप्रधिकार :- MS NEXTRA DREAM TOWN REALTY PVT LTD THRU AJAY
SALगवाह 1 :- विवेक शर्मा Vivek Sharmaगवाह 2 :- रंजित लाल एडवोकेट Ranjit Lalप्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रवेश क्रमांक 52 आज दिनांक 08-01-2025 को बही में 4 जिल्द में 140 के पृष्ठ में 14 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द में 2532 के पृष्ठ संख्या 91 से 96 पर विपक्षीय रही। यह भी प्रमाणित किया जाता है कि इन दस्तावेज के परामर्शकारी और तस्वीरी में अपने इस्तफाअिशियन अंगूठा भी सामने किये हैं।

दिनांक 08-01-2025

उपस्थित पंजीयन अधिकारी सराबोद

5. To sign and execute any and all deeds, instruments, undertakings, applications, affidavits, declarations and any other document(s) which shall be necessary for giving full and complete effect to the purpose of the Agreement.
6. To apply, sign, appear, present wherever required for the purpose of taking electricity, water, and any other connections, and apply to Governmental Authorities, local bodies, government departments, etc., for taking all the requisite approvals, permissions and sanctions including but not limited to environment, water pollution, air pollution, etc., in respect of the construction, development and execution of the Project.
7. To advertise, market, sell the **Scheduled Property/** land or any part thereof including any development thereon, execute Conveyance Deed and receive sale consideration for the same in its name, and/ or deal with the developed plots/commercial area on the **Scheduled Property** in the Project in accordance with the provisions of the Agreement, for and on behalf of the Decedent after all approvals required are received from the concerned authorities.
8. To apply for and obtain and requisite license, permission and approvals for transfer/ migration of licenses granted/ to be granted in respect of **Scheduled Property** along with the constructions thereon from the concerned authorities including but not limiting to the authorities under Government of Haryana, HUDA/HSPV, DTCP and any other concerned Authority under the State/Central/Local Authorities and for those purposes to sign applications, affidavits, undertakings and any other letters and documents as required.
9. To apply for and obtain licenses, sanctions, permissions, NOC from the concerned authorities including but not limited to Director, Town and Country Planning, Haryana at Chandigarh (DTCP), National Highway Authority of India (NHAI), Forest department, Environmental clearances and/or any other concerned authorities under local/state/central Government including income Tax Department, Reserve Bank of India etc. for developing of the **Scheduled Property** under the provisions of Haryana Development and Regulations of Urban Areas Act, 1975 or any other applicable Laws, Rules etc. and for that purpose to sign/verify/ swear and file all necessary applications, undertakings, agreements, affidavits, Bank Guarantees, Indemnity bonds and/or all other papers and documents as may be required from time to time by the concerned authority/authorities.
10. To apply and obtain permission for Change of Developer/ transfer of said License from DTCP in favour of Attorney as per the Agreement or any of its affiliates to execute the necessary documents as may be required from time to time on his/her behalf.
11. To surrender, migrate, and revise the **Scheduled Property** from the License granted in favour of Attorney or any of its affiliates.
12. To develop the **Scheduled Property**, any other super structures, layout service infrastructures, including but not limited to roads, parks, community sites/buildings etc. thereon as may be required for the development of the Project and/or deem necessary and permissible under law and for that purpose to sign/execute Memorandum of Understanding, Contractor Agreement, development Agreements, Joint Venture Agreement and any other arrangements/agreements on such terms and conditions as the Attorney may negotiate and agree, hand over possession of the **Scheduled Property** to the vendors.

Joginder Singh.

contractors, developers, contractors for the purpose of construction, development and completion of the construction activity.

13. To represent Executant and appear before any and all concerned authorities including the Municipal Authorities, DTCP, HUDA/HSVP Tehsil or any other Local/State/ Central Government authorities for or in connection with the development, construction and completion of construction on the **Scheduled Property** and for the aforesaid purpose to sign all applications, objections, representations and undertakings, affidavits, Indemnity Bonds, etc. as may be required from time to time for and on behalf of the Executant.
14. To appoint and/or remove architects, engineers, supervisors, RCC Specialists, Building Contractors, workmen, Clerks, and other staff members, Advocates, counsels and other persons as my/our Attorney deems fit and on such terms and conditions as may be decided by the said Attorney for the purposes mentioned in these presents.
15. To make applications, effect amendments and also to submit revised applications for the purpose of securing necessary renewals, revalidation of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Area Act, 1975, if and in other related Act, rules, regulations, executive decisions etc., and to take all possible steps for the purpose of securing such permissions/license or renewals thereof for the purpose of development of the **Scheduled Property**.
16. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of layout, Building Plans and/or for the purpose of constructing/building on the subject land, utilizing the entire PS/TA/ available in respect of the **Scheduled Property** as are permissible under development rules from time to time.
17. To apply for and obtain all requisite permissions, sanctions and approvals as may be required for development of the Project involving the **Scheduled Property** and/or for constructions thereon by way of erection of building and other constructions on the **Scheduled Property** and for that purpose to sign, file and submit layout plan, building plan, service plan, revised/modified building plan and services plan before the concerned authorities including but not limiting to DTCP, HUDA/HSVP Municipal Authority, and/or any other local/ authority under the State Government and/or Central Government as may be required from time to time.
18. To apply for and obtain requisite permissions, approval, NOC from the concerned authorities such as Fire Department, Department of Environment, Forests Department, Mining Department, Licensing Authorities, Municipal Authorities and/or authorities in charge of Sewer, Water, Electricity, Highways any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and to sign, file, execute all Applications, Representations, Affidavits, Undertakings, Indemnity Bonds and such other papers and documents and may be required to be submitted before these authorities from time to time.
19. To commence, carry on and complete and/or cause to be commenced, carried out and complete construction work on the **Scheduled Property** in accordance with the license or

Joginder Singh.

- sanctioned layout plans, zoning plans, services plans etc. and specifications whether amended or otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.
20. To apply for and obtain the completion certificate and/or occupation certificate with respect to the **Scheduled Property**, either as a whole or in parts, from the authorities concerned and for that purpose to sign, execute, file and submit and the completion plans, Application, Notice and all such other papers and documents as may be required from time to time.
21. To carry out all the regulations that may be made by all the authorities concerned including by the Municipality, HUDA/HSP, DTCP, the Government of Haryana etc. and all the Officers of such authorities.
22. In case of any claims, objections, encumbrances, litigation, etc. the Attorney are empowered to remove and settle the same and to clear the title at its costs and responsibilities.
23. To represent Executant in all Central and State Government Departments including the offices of the Collectors of Land Revenue, Tehsildars/Parwaris or any other Revenue Authority, to apply, coordinate with DTCP, HUDA/HSP Survey Department and all the Municipal Offices and other local offices or appropriate police stations or police offices or police departments, water Department, fire-brigade, electricity boards etc. in relation to the affairs of the **Scheduled Property** for any part or portion thereof for any purpose connected with or effecting the **Scheduled Property** or any part of portion thereof including taking permissions, approaches, NOC, for construction, completion and for that purposes to give, file, submit completion plan, Affidavit undertaking etc. as may be required from time to time.
24. To appear before the Land Acquisition Office, file objections, representations, applications and all other papers and documents for de-notification/release of land from the proceedings under Land Acquisition Act, and do all acts, deeds and things as may be required from time to time to get the **Scheduled Property** or any part thereof de-notified/released and to represent in acquisition proceedings and also to oppose the said proceedings.
25. To make, execute, swear, declare, register and advertise all necessary documents, declarations affidavits, applications, petitions plaints, written statements and writings and for the purpose set out therein and to appear and represent Executant before all and every court or courts, magistrates, Government Authorities, Municipal Authorities, Town Planning Department, Police Authorities, Sales Tax Department, Finance Department, Electricity Board and others concerned or competent authorities or office or officers whatsoever and to make applications, petitions representations or appeals and to swear, defend and plead all matters before them touching and concerning the **Scheduled Property** and the development/construction thereon.
26. To receive, make all payments and deposits as may be required or necessary and to apply for and obtain refund thereof in the name of my Attorney and to give proper receipt and discharge for the same.

Joginder Singh

27. To pay, settle, adjust, deduct and allow all accounts, claims and demands for quit rent, assessment and repairs and other outgoings in respect of the Scheduled Property.
28. To make necessary applications for procuring permits and quotations for cement, steel and other building materials, and for the purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotations etc.
29. The Attorney are entitled to commence, prosecute, institute, defend, oppose, appear or represent in all actions and other legal proceedings in respect of or pertaining or touching the Scheduled Property, development/construction thereon whether pending at present or which may be filed or taken hereafter including the appeals, reviews and revisions whether civil, criminal, revenue, original or appellate and also including all proceedings before the Tribunals, Collector, or Additional or Deputy collector of Land Revenue, Tehsildars, Municipal, Police, Revenue, Taxation, Public works DTCP, HUDA/HSP Sales Tax and also before all Magistrates or Judicial and Revenue/Planning Officers or other Officer or Officers, banks, public institutions or companies or persons and to issue or accept services of all summons, writs, or proceedings or processes, to engage counsel, to produce evidence, to give statements with or without oath, to settle, compromise or withdraw any litigation, to produce evidence etc., to deposit or withdraw any amount in respect of the Scheduled Property, to execute a decree, to obtain possession, appoint arbitrator or commission, to appear before him and to do all acts, matters and things as may be necessary in connection therewith and also if thought fit to compromise, refer to arbitration, abandon, submit to Judgement or become non-suited.
30. To appear before the Collector of Stamps for stamp duty purpose and the concerned Sub-Registrar for presenting the various Agreements, Deeds, and documents for registration, to admit execution thereof and to do all matters incidental to development, construction of project and for the purpose of creation of third party interest in the Project involving the Scheduled Property and incidental thereto, but only after handing over physical possession of allotment of the plots in accordance with the Agreement.
31. To apply to and receive, in the name of Attorney, from and/or adjust with all refund/adjustment of any dues, fee, including, license fee in respect of the Project involving the Scheduled Property from the Haryana Government/HUDA/HSP, DTCP, any other authority of the government and to give the valid receipt thereof.
32. To exchange and/or enter into joint venture/collaboration/joint development in respect of the Scheduled Property with HUDA/HSP, HSIDC or any other Corporation, authority or body corporate or Government as the situation may require in the opinion of the Attorney, for the purpose of development of the Scheduled Property and for that purpose to execute various documents including but not limited to present any representation, application, affidavit, undertaking, indemnity, joint venture agreements, development agreements etc. as may deem fit to the Attorney.
33. To pay all taxes, assessments, levies, rates, charges, expenses, to appear and represent Executants before any and all concerned authorities, departments and parties as maybe

Joginder Singh



necessary or required or advisable in connection with the development of the **Scheduled Property** and/or for the purposes mentioned in these presents and to make such representations, applications, affidavits, indemnities, undertakings, agreements and arrive at such arrangements as may be conducive to the development of the **Scheduled Property** in accordance with the permission of the Competent Authorities and applicable laws, rules, notifications, policies.

34. To obtain any payment(s)/refund(s) for and on behalf of the Executants from any person, department, authority, officer etc; to grant receipts, therefore; to make any payments for and on behalf of the Executants; to settle any disputes/issues concerning the **Scheduled Property** in the manner deemed fit by the Attorney.
35. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the units in the Project/**Scheduled Property**, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect demand the rent/ license fee, in case of lease/license, and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts.
36. To execute from time to time all the agreements/deeds/documents and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, allotment, lease, sub-lease, license, sub license, sale, conveyance and/or transfer of the Saleable Areas in favour of prospective allottee(s)/transferees, as the ATTORNEY may deem fit.
37. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/ deeds/ documents for registration of sale/lease/transfer, as the case may be, of the Developer Area in favour of the prospective allottee(s)/transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove, subject to the ATTORNEY having handed over physical possession of the EXECUTANT's share of the property of the Project.
38. To give formal possession of the units/plots in the **Scheduled Property** or any part thereof to the prospective allottee(s)/transferee(s).
39. To appoint any other general/special power of attorney and delegate all or any of the powers given under this Power of Attorney.

AND THE EXECUTANT and the ATTORNEY hereby agree that this power of attorney is irrevocable and it has been granted to the ATTORNEY for a valuable consideration

AND THE EXECUTANT hereby agrees that all such acts, deeds or things done by the Attorney by virtue of the powers granted under these presents shall be construed as acts, deeds, and things done by the Executant in person and they undertake to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done there under

AND THE EXECUTANT HEREIN DO HEREBY agree that all such acts, deeds or things whatsoever in or about our **Scheduled Property**, estates, property and affairs herein either particularly or generally

Joginder Singh.



described as amply and effectually to all intents and purposes as the Executants herein could do in its own name be done by the Attorney by virtue of the powers granted under these presents shall be construed as acts, deeds, and things done by the Executant in person and the Executant herein undertakes to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done in respect of **Scheduled Property** by virtue of presents there under

IN WITNESS WHEREOF the Executant hereto have hereunto set and subscribed their/his hands signature on this General Power of Attorney on the day month and year first above mentioned in the presence of the following witnesses.

Is witness whereof the Executant has executed these presents on this day of 21 October, 2024

EXECUTANT

IN FAVOUR OF

1. Shri Joginder Singh

M/s Dream Town Realty Pvt. Ltd.

5424 7050 9934

Through its Authorized Signatory

Shri Ajay Pal

9892 9412 9293

Joginder Singh.

Ryt

Witnesses:

1. Virinder Numborder

R/o Pipili

9896169044 निरेन्द्र नम्बर्

2. Parkaj Lakra A/o S/o Shri Jagpal Singh Lakra

R/o Soanpat

9812121691

Shri



Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 30/12/2024

Certificate No. TS300124L54

GRN No. 125555041



Stamp Duty Paid : ₹ 1000

Penalty : ₹ 0

(If any)

Seller / First Party Detail

Name: Nirmla Devi

H.No/Floor: N

Sector/Ward: N

LandMark: N

City/Village: Thana Kulan

District: Sonapat

State: Haryana

Phone: 83****79

Others: Jaginder singh



Buyer / Second Party Detail

Name: Nirmla dream town realty Pvt Ltd

H.No/Floor: N

Sector/Ward: N

LandMark: Phase I extension

City/Village: Mayapuri

District: Delhi

State: Delhi

Phone: 82****79

Purpose: GPA

The authenticity of this document can be verified by scanning the QR Code through smart phone or on the website <http://grs.haryana.gov.in>GENERAL POWER OF ATTORNEYTHIS GENERAL POWER OF ATTORNEY is being made and executed at Kharkebada on this 15th day of January, 2025 by:

KNOW ALL MEN BY THIS POWER OF ATTORNEY 1. I, Smt. Nirmla Devi (Aadhaar No. 4700 4851 3865 PAN CWYPDS457L) W/o Shri Baljit Singh S/o Shri Ramphal R/o Thana Kulan, Sonapat, Haryana -131402, and 2. Shri Jaginder Singh (Aadhaar No. 5424 7050 9934 PAN CHIPS1603C) S/o Baljit Singh S/o Shri Ramphal R/o Thana Kulan, Sonapat, Haryana -131402 (herein after jointly/collectively referred to as the "Executant", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors in interest and permitted assigns as applicable);

IN FAVOUR OF



रीज संबंधी विवरण	
रीज का नाम	GPA
सहस्रीक/सब-सहस्रीक	खरखोटा
गाँव/मंडिर	खरखोटा

घर संबंधी विवरण	
घरि ३ सयने	सदस्य कुटुंबी की घरि 1000 सयने
सदस्य नं : 1899202411	सदस्य की घरि 1000 सयने
सिमन्टुशन बीस की घरि 100	ECNश्रीलं.120072866
सयने	सिमन्टुशन नुम्बर 3 सयने
Checked By: सविन शर्मा एडमिटर	Signature (Sign):290

यह प्रवेश आज दिनांक 15-01-2025 दिनांक बुधवार समय 2:13:00 PM को बीबीसी (मुद्रा) विभाग द्वारा जारी की गई है।

सदस्य, सदस्यकी
सिमन्टुशन

उपसमूह नवीन अधिका (खरखोटा)

उपसमूह नवीन अधिका (खरखोटा) (N-Neelam Dhan Teem Nandi Pri 30 Yash Arya Pri) - हाथि है। सदस्य प्रवेश के लक्ष्य को देखते हैं।
यह प्रवेश एक सप्ताह तक वैध है। (दोनों घरों की सदस्य बीबीसी (मुद्रा) विभाग से प्राप्त की गई है।)
यह प्रवेश (खरखोटा) (खरखोटा) के रूप में जारी है। यह प्रवेश नं:54 की सदस्य है।

उपसमूह नवीन अधिका (खरखोटा)

M/s Nextra Dream Town Realty Pvt. Ltd., a Private Limited Company duly incorporated as per provisions of the Companies Act, 2013 having its registered office situated at Plot No.4B, District Centre, Mayapuri Phase-I Extension, Delhi - 110091 (PAN No. AAJCC0749F) represented by its Authorized Signatory, Shri Ajay Pal (Aadhar No.909294129293) s/o Shri Dharam Singh R/o H.No.333, Sector-13, Sonapat, Haryana-131001 (hereinafter referred to as the "Attorney", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns as applicable)

Whereas:

- A. The Executant has entered into Addendum Collaboration Agreement dated 19-12-2024 with M/s Nextra Dream Town Realty Pvt. Ltd. (hereinafter referred to as the "Agreement") i.e. the Attorney herein, in respect of their land situated in the revenue estate of village - Kharkheda-1, Distt. Sonapat (hereinafter referred to as the SAID LAND) and more particularly described in the Collaboration Agreement dated 19-12-2024, ["Scheduled Property"].
- B. The Executant has executed the Agreement with respect to the Scheduled Property for the purpose of development and construction of Affordable Residential Flatted Colony under DBAR - 2016 (the "Project") on various terms and conditions stipulated therein.
- C. In terms of the Agreement, the Executant is required to provide a Power of Attorney to Nextra Dream Town Realty Pvt. Ltd, i.e., the Attorney herein, authorizing the latter to perform all such acts and activities as may be necessary and required for, inter alia, proper and successful implementation of the Project.

NOW, THEREFORE, KNOW ALL MEN AND THESE PRESENTS WITNESSTH THAT, WE, the Executant do hereby constitute and appoint Nextra Dream Town Realty Pvt. Ltd, as its lawful Attorney and authorizes Nextra Dream Town Realty Pvt. Ltd, to do and execute, any or all the following acts, deeds, matters, and things concerning the Project at its own cost and expenses and in particular that is to say:

1. To look after, manage, control and deal with the Scheduled Property in the manner as may deem fit by the Attorney to effectuate and implement the intent the purpose of the Agreement and any act incidental and ancillary thereto, through itself and/ or by way of sub-delegation of authorities to do any and/ or all acts and deeds as stipulates in these presents.
2. To authorize and permit the Attorney to enter the Scheduled Property to perform all such acts and activities as may be necessary and required for the purpose of constructing, developing and implementing the Project and any other approvals in relation thereto.
3. To plan, design and execute the Project, whether involving or not the Scheduled Property, in such manner as the Attorney deems fit, sign and file all necessary applications, papers, affidavits, undertakings and documents with governmental authorities and obtain no-objection certificate(s), permissions and approvals from the Governmental Authorities.
4. To appoint architects, contractors, experts, consultants, accountants and labourers, carpenters, electricians, and other service providers/independent personnel(s)/person(s) as may be required for the implementation of the Projects.

Reg. No.

Reg. Year

Book No.

54

2024-2025

4



पक्षधारी



प्रतिपक्ष



समर्थ



उपस्थित पक्षधारी अधिकारी

पक्षधारी :- विवेक देवी जोगिन्दर सिंह

प्रतिपक्ष :- Mr Narda Dison Town, Rolly Pal Rd thia Ajay Pal

समर्थ 1 :- विवेक नर

समर्थ 2 :- सुरज

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रवेश क्रमांक 54 आज दिनांक 15-01-2025 को बही नं 4 जिल्द नं 140 के पृष्ठ नं 14.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 2539 के पृष्ठ संख्या 1 नं 7 पर लिखाई गयी। यह भी प्रमाणित किया जाता है कि इस दरगजे के परामर्शक और समर्थों ने अपने इस्तेमाल/निर्माण संभल से सामने किये हैं।



दिनांक 15-01-2025

उपस्थित पक्षधारी अधिकारी सरक्षित

5. To sign and execute any and all deeds, instruments, undertakings, applications, affidavits, declarations and any other document(s) which shall be necessary for giving full and complete effect to the purpose of the Agreement.
6. To apply, sign, appear, present wherever required for the purpose of taking electricity, water, and any other connections, and apply to Governmental Authorities, local bodies, government departments, etc., for taking all the requisite approvals, permissions and sanctions including but not limited to environment, water pollution, air pollution, etc., in respect of the construction, development and execution of the Project.
7. To advertise, market, sell the **Scheduled Property**/ land or any part thereof including any development thereon, execute Conveyance Deed and receive sale consideration for the same in its name, and/or deal with the developed plots/commercial area on the **Scheduled Property** in the Project in accordance with the provisions of the Agreement, for and on behalf of the Escalant after all approvals required are received from the concerned authorities.
8. To apply for and obtain and requisite license, permission and approvals for transfer/ migration of licenses granted/ to be granted in respect of **Scheduled Property** along with the constructions thereon from the concerned authorities including but not limited to the authorities under Government of Haryana, HUDA/HSVP, DTCP and any other concerned Authority under the State/Central/Local Authorities and for those purposes to sign applications, affidavits, undertakings and any other letters and documents as required.
9. To apply for and obtain license, sanctions, permissions, NOC from the concerned authorities including but not limited to Director, Town and Country Planning, Haryana at Chandigarh (DTCP), National Highway Authority of India (NHAI), Forest department, Environmental clearances and/or any other concerned authorities under local/state/central Government including Income Tax Department, Reserve Bank of India etc. for developing of the **Scheduled Property** under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 or any other applicable Laws, Rules etc. and for that purpose to sign/verify/ swear and file all necessary applications, undertakings, agreements, affidavits, Bank Guarantees, Indemnity bonds and/or all other papers and documents as may be required from time to time by the concerned authority/authorities.
10. To apply and obtain permission for Change of Developer/ transfer of said License from DTCP in favour of Attorney as per the Agreement or any of its affiliates to execute the necessary documents as may be required from time to time on my/our behalf.
11. To surrender, migrate, and revise the **Scheduled Property** from the License granted in favour of Attorney or any of its affiliates.
12. To develop the **Scheduled Property**, any other super structures, layout service infrastructures, including but not limited to roads, parks, community sites/buildings etc. thereon as may be required for the development of the Project and/or deem necessary and permissible under law and for that purpose to sign/execute Memorandum of Understanding, Contractor Agreement, development agreements, Joint Venture Agreement and any other arrangements/agreements on such terms and conditions as the Attorney may negotiate and agree, hand over possession of the **Scheduled Property** to the vendors,



contractors, developers, colonizers for the purpose of construction, development and completion of the construction activity.

13. To represent Executant and appear before any and all concerned authorities including the Municipal Authorities, DTCP, HUDA/HSP/ Tehsil or any other Local/State/ Central Government authorities for or in connection with the development, construction and completion of construction on the **Scheduled Property** and for the aforesaid purpose to sign all applications, objections, representations and undertakings, affidavits, Indemnity Bonds, etc. as may be required from time to time for and on behalf of the Executant.
14. To appoint and/or remove architects, engineers, supervisors, RCC Specialists, Building Contractors, workmen, Clerks, and other staff members, Advocates, counsels and other persons as my/our Attorney deems fit and on such terms and conditions as may be decided by the said Attorney for the purposes mentioned in these presents.
15. To make applications, effect amendments and also to submit revised applications for the purpose of securing necessary renewals, revalidation of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Area Act, 1975, if and in other related Act, rules, regulations, executive decisions etc., and to take all possible steps for the purpose of securing such permissions/license or renewals thereof for the purpose of development of the **Scheduled Property**.
16. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of layout, building Plans and/or for the purpose of constructing/building on the subject land, utilizing the entire FSI/FAR available in respect of the **Scheduled Property** as are permissible under development rules from time to time.
17. To apply for and obtain all requisite permissions, sanctions and approvals as may be required for development of the Project involving the **Scheduled Property** and/or for construction thereon by way of erection of building and other constructions on the **Scheduled Property** and for that purpose to sign, file and submit layout plan, building plan, service plan, revised/modified building plan and services plan before the concerned authorities including but not limiting to DTCP, HUDA/HSP/ Municipal Authority, and/or any other local/ authority under the State Government and/or Central Government as may be required from time to time.
18. To apply for and obtain requisite permissions, approval, NDC from the concerned authorities such as Fire Department, Department of Environment, Forests Department, Mining Department, Licensing Authorities, Municipal Authorities and/or authorities in charge of Sewer, Water, Electricity, Highways any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and to sign, file, execute all Applications, Representations, Affidavits, Undertakings, Indemnity Bonds and such other papers and documents and may be required to be submitted before these authorities from time to time.
19. To commence, carry on and complete and/or cause to be commenced, carried out and complete construction work on the **Scheduled Property** in accordance with the license or



sanctioned layout plans, zoning plans, services plans etc. and specifications whether amended or otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.

20. To apply for and obtain the completion certificate and/or occupation certificate with respect to the **Scheduled Property**, either as a whole or in parts, from the authorities concerned and for that purpose to sign, execute, file and submit and the completion plans, Application, Notice and all such other papers and documents as may be required from time to time.
21. To carry out all the regulations that may be made by all the authorities concerned including by the Municipality, HUDA/HSVP, DTCR, the Government of Haryana etc. and all the Officers of such authorities.
22. In case of any claims, objections, encumbrances, litigation, etc. the Attorney are empowered to remove and settle the same and to clear the title at its costs and responsibilities.
23. To represent Executant in all Central and State Government Departments including the offices of the Collectors of Land Revenue, Tehsildars/Patwaris or any other Revenue Authority, to apply, coordinate with DTCR, HUDA/HSVP Survey Department and all the Municipal Offices and other local offices or appropriate police stations or police offices or police departments, water Department, fire-brigade, electricity boards etc. in relation to the affairs of the **Scheduled Property** for any part or portion thereof for any purpose connected with or effecting the **Scheduled Property** or any part of portion thereof including taking permissions, approaches, NOC, for construction, completion and for that purposes to give, file, submit completion plan, Affidavit undertaking etc. as may be required from time to time.
24. To appear before the Land Acquisition Office, file objections, representations, applications and all other papers and documents for de-notification/release of land from the proceedings under Land Acquisition Act, and do all acts, deeds and things as may be required from time to time to get the **Scheduled Property** or any part thereof de-notified/released and to represent in acquisition proceedings and also to oppose the said proceedings.
25. To make, execute, swear, declare, register and advertise all necessary documents, declarations affidavits, applications, petitions/plaints, written statements and writings and for the purpose set out therein and to appear and represent Executant before all and every court or courts, magistrates, Government Authorities, Municipal Authorities, Town Planning Department, Police Authorities, Sales Tax Department, Revenue Department, Electricity Board and others concerned or competent authorities or office or officers whatsoever and to make applications, petitions representations or appeals and to swear, defend and plead all matters before them touching and concerning the **Scheduled Property** and the development/construction thereon.
26. To receive, make all payments and deposits as may be required or necessary and to apply for and obtain refund thereof in the name of my Attorney and to give proper receipt and discharge for the same.



27. To pay, settle, adjust, deduct and allow all accounts, claims and demands for quit rent, assessment and repairs and other outgoings in respect of the **Scheduled Property**.
28. To make necessary applications for procuring permits and quotations for cement, steel and other building materials, and for the purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotations etc.
29. The Attorney are entitled to commence, prosecute, institute, defend, oppose, appear or represent in all actions and other legal proceedings in respect of or pertaining or touching the **Scheduled Property**, development/construction thereon whether pending at present or which may be filed or taken hereafter including the appeals, reviews and revisions whether civil, criminal, revenue, original or appellate and also including all proceedings before the Tribunal, Collector, or Additional or Deputy collector of Land Revenue, Tehsildars, Municipal, Police, Revenue, Taxation, Public works DTCP, HUDA/HSVP Sales Tax and also before all Magistrates or Judicial and Revenue/Planning Officers or other Officer or Officers, banks, public institutions or companies or persons and to issue or accept services of all summons, writs, or proceedings or processes, to engage counsel, to produce evidence, to give statement(s) with or without oath, to settle, compromise or withdraw any litigation, to produce evidence etc., to deposit or withdraw any amount in respect of the **Scheduled Property**, to execute a decree, to obtain possession, appoint arbitrator or commission, to appear before him and to do all acts, matters and things as may be necessary in connection therewith and also if thought fit to compromise, refer to arbitration, abandon, submit to judgement or become non-suited.
30. To appear before the Collector of Stamps for stamp duty purpose and the concerned Sub-Registrar for presenting the various Agreements, Deeds, and documents for registration, to admit execution thereof and to do all matters incidental to development, construction of project and for the purpose of creation of third party interest in the Project involving the **Scheduled Property** and incidental thereto, but only after handing over physical possession of allotment of the plots in accordance with the Agreement.
31. To apply to and receive, in the name of Attorney, from and/or adjust with all refund/adjustment of any dues, fee, including, license fee in respect of the Project involving the **Scheduled Property** from the Haryana Government/HUDA/HSVP, DTCP, any other authority of the government and to give the valid receipt thereof.
32. To exchange and/or enter into joint venture/collaboration/joint development in respect of the **Scheduled Property** with HUDA/HSVP, HSIIDC or any other Corporation, authority or body corporate or Government as the situation may require in the opinion of the Attorney, for the purpose of development of the **Scheduled Property** and for that purpose to execute various documents including but not limited to present any representation, application, affidavit, undertaking, indemnity, joint venture agreements, development agreements etc. as may deem fit to the Attorney.
33. To pay all taxes, assessments, levies, rates, charges, expenses, to appear and represent Executants before any and all concerned authorities, departments and parties as maybe



necessary or required or advisable in connection with the development of the Scheduled Property and/or for the purposes mentioned in these presents and to make such representations, applications, affidavits, indemnities, undertakings, agreements and arrive at such arrangements as may be conducive to the development of the Scheduled Property in accordance with the permission of the Competent Authorities and applicable laws, rules, notifications, policies.

34. To obtain any payment(s)/refund(s) for and on behalf of the Executants from any person, department, authority, officer etc; to grant receipts, therefore; to make any payments for and on behalf of the Executants; to settle any disputes/issues concerning the Scheduled Property in the manner deemed fit by the Attorney.
35. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the units in the Project/Scheduled Property, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect demand the rent/ license fee, in case of lease/license, and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts.
36. To execute from time to time all the agreements/deeds/documents and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, allotment, lease, sub-lease, license, sub license, sale, conveyance and/or transfer of the Saleable Areas in favour of prospective allottee(s)/transferees, as the ATTORNEY may deem fit.
37. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/ deeds/ documents for registration of sale/lease/transfer, as the case may be, of the Developer Area in favour of the prospective allottee(s)/transferees and to admit execution of any deed, assurances, conveyances or other instruments referred hereinabove, subject to the ATTORNEY having handed over physical possession of the EXECUTANT's share of the property of the Project.
38. To give formal possession of the units/plots in the Scheduled Property or any part thereof to the prospective allottee(s)/transferee(s).
39. To appoint any other general/special power of attorney and delegate all or any of the powers given under this Power of Attorney.

AND THE EXECUTANT and the ATTORNEY hereby agree that this power of attorney is irrevocable and it has been granted to the ATTORNEY for a valuable consideration.

AND THE EXECUTANT hereby agrees that all such acts, deeds or things done by the Attorney by virtue of the powers granted under these presents shall be construed as acts, deeds, and things done by the Executant in person and they undertake to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done there under.

AND THE EXECUTANT HEREBY DO HEREBY agree that all such acts, deeds or things whatsoever in or about our Scheduled Property, estates, property and affairs herein either particularly or generally



described as amply and effectually to all intents and purposes as the Executants herein could do in its own name be done by the Attorney by virtue of the powers granted under these presents shall be construed as acts, deeds, and things done by the Executant in person and the Executant hereby undertakes to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done in respect of Scheduled Property by virtue of presents there under

IN WITNESS WHEREOF the Executant hereto have hereunto set and subscribed their/His hands signature on this General Power of Attorney on the day month and year first above mentioned in the presence of the following witnesses.

In witness whereof the Executant has executed these presents on this day of 15 January, 2025

EXECUTANT

1. Smt. Nirula Devi

4700 4851 3865

2. Shri Jaginder Singh

5424 7080 9934

Witnesses

1. Vinod Kumar Narubender

R/o Pipli

9895169044 श्री नरुदेव

2. Sunj S/o Shri Rohan

R/o Silana

1053093876

Sunj

IN FAVOUR OF

M/s Dream Town Realty Pvt. Ltd.

Through its Authorized Signatory

Shri Ajay Pal

9092 9412 9293

