Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 13/02/2025

Certificate No. GFM2025B1

GRN No. 128069996

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Monika Raizada

H.No/Floor : 15 Sector/Ward : Na LandMark : Shivaji stadium jain mandir comp

City/Village : New delhi District : New delhi State : Delhi

Phone: 70******04

Buyer / Second Party Detail

Name : Navi Estate Llp

H.No/Floor : 15 Sector/Ward : Na LandMark : Shivaji stadium jain mandir comp

City/Village: New delhi District : New delhi State : Delhi

Phone : 70******04

Purpose : Correction Deed

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

For NAVI ESTATE LLP

Auth. Signatory

Monika

THE SEAL OF THE SUB REGISTRAR SOHNA

Book No. 1

Reg. No. 15466

Reg. Year 2024-2025



पेशकर्ता



दावेदार



गवाह

THE SEAL OF THE SUB REGISTRAR SOHNA

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- MONIKA RAIZADA Monika

दावेदार :- thru VIJAY KRISHEN GOELOTHERNAVI ESTATES LLP Vijay Goel

गवाह 1 :- SANDEEP ADV Sandeep

गवाह 2 :- AAKSH Aaksh

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 15466 आज दिनांक 13-02-2025 को बही नं 1 जिल्द नं 26 के पृष्ठ नं 24.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 796 के पृष्ठ संख्या 31 से 35 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 13-02-2025

उप/सयुंक्त पंजीयन अधिकारी सोहना

SUB REGISTRAR SOHNA

THE SEAL OF THE SUB REGISTRAR SOHNA

Addendum to Collaboration Agreement

This Addendum to the Collaboration Agreement ("**Addendum**") is made and executed on this 13th day of February, 2025 ("Execution Date") effective from 13th February, 2025 (**"Effective Date"**) at Sohna Gurgaon.

Between

Smt. Monika Raizada (PAN NO. AXXPR6279A &PASSPORT NO. P3119165)W/o Sh. Naveen Raizada, R/o 15, Jain Mandir Compound, Near Shivaji Stadium, New Delhi – 110001 (hereinafter collectively referred to as "OWNERS"/FIRST PARTY"which expression shall, unless (hereinafter referred to as the "FIRST PARTY")

And

M/s Navi Estates LLP Reg. No. AAE-6590 year 2015, Address 15, Jain Mandir Compound, Near Shivaji Stadium, New Delhi 110001 hereinafter refered to as the "VENDEE"through it's Director**, Mr. Vijay Krishen Goel S/o Sh. Parveen K. Goel** (AADHAR NO. 8820 0172 3696) duly authorized, vide Board's Resolution Dated 01-09-2016 (copy attached) hereinafter referred to as "DEVELOPER/ SECOND PARTY" which expression shall, unless repugnant to the context hereof, mean and include its administrators, successors, nominees and assigns)

Whereas:

The Owners had represented that they are owners in possession of land admeasuring about21 Kanals 0 Marlas (equivalent to 2.625 acres approximately) comprised in Khewat Khata No.46/46 (According to jamabandi 2009-2010) & Current Khewat/Khata No. 56/56 (According to jamabandi 2014-2015), Rect. No. 5, Kila No. 11/1/1 (3-12) 11/2/1 (3-8), 12/1/1 (2-10), Rect. No. 6, Kila No. 13/1 (0-10), 14/1 (4-0), 15/1/1 (2-15), 15/2/1 (4-5), Kita 7, land measuring 21 Kanal 0 Marla (equivalent to 2.625 acres approximately) in the revenue estate of Village Dhunela, Tehsil Sohna, District,Gurugram Haryana vide Mutation No. 1589 Sactioned dated 11-08-2010 Mutabik Jamabandi Year 2009-2010, Owner purchased above said property vide Vasika No. 1630 dated 02-08-2010 Office of Sub Registrar, Sohna from M/s. T. A. Realtors Pvt. Ltd. & more particularly described in Schedule of land hereunder (hereinafter referred to as the Project Land).

The Owners were desirous of developing the Project Land into a Group Housing/ Residential/ Commercial / Institutional / IT Park / School/Resort / Habitat Centre /Farms etc. as permissible and approved by the Regulatory Authorities but were not fully equipped with technical know-how, infrastructure and financial resources to develop the Project.

Whereas:

1. The FIRST PARTY and SECOND PARTY entered into a Collaboration Agreement dated 6th September 2017 vide registration number 1893 for the development of the Project Land.

2. Both parties have mutually agreed to include a clause in the agreement regarding revenue sharing between the FIRST PARTY and SECOND PARTY.

Now, therefore, it is agreed as follows:

For NAVI ESTATES LLP

Auth. Signatory

Monika

दिनांक:13-02-2025

प्रलेख न:15466

डीड सबंधी विवरण

डीड का नाम TARTIMA

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन सबंधी विवरण

राशि 100 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : GFM2025B1

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:128096216

पेस्टिंग शुल्क 3 रुपये

Drafted By: SANDEEP KUMAR ADV

Service Charge:200

यह प्रलेख आज दिनाक 13-02-2025 दिन गुरूवार समय 1:52:00 PM बजे श्री/श्रीमती /कुमारी MONIKA RAIZADA पत्नी NAVEEN RAIZADA निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

THE SEAL OF REGISTRAR THE SUB SOHNA

उप/सयुंक्त पंजीयन अधिकारी (सोहना)

SUB REGISTRAR SOHNA

Monika

हस्ताक्षर प्रस्तुतकर्ता

MONIKA RAIZADA

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी NAVI ESTATES LLP thru VIJAY KRISHEN GOELOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीSANDEEP ADV पिता . निवासी SOHNA GGM व श्री/श्रीमती /कुमारी AAKSH पिता . निवासी SOHNA ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी(सोहना)

SUB REGISTRAR SOHNA

दिनांक 13-02-2025

That the clause 12 be updated with the following clause:

1. **Revenue Sharing Clause:**

a. The SECOND PARTY agrees to share **[40:60]** of the **Net Revenue** generated from the Project with the FIRST PARTY.

b. Net Revenue shall mean the total revenue generated from the sale, lease, or rental of any part of the Project, excluding the following expenses:

- Applicable taxes
- Regulatory fees
- Development costs and operational expenses as agreed in writing by both parties.

c. The revenue-sharing arrangement shall commence from the date of the first revenue generation, and payments shall be made on completion of the project to the FIRST PARTY.

3. **Mode of Payment:**

The SECOND PARTY shall deposit the FIRST PARTY's share of the revenue directly into their designated bank account, details of which will be provided in writing.

4. **Accounting and Audit Rights:**

a. The SECOND PARTY shall maintain transparent records of all revenues and expenses related to the Project.

b. The FIRST PARTY shall have the right to audit the financial records of the Project annually or as mutually agreed. The audit shall be conducted by a neutral auditor mutually appointed by both parties, with the cost of the audit borne equally by both parties.

5. **Dispute Resolution:**

Any disputes regarding the calculation, sharing, or payment of revenue shall be resolved through **arbitration**, as per the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall take place in **[city]**, and the decision of the arbitrator shall be binding on both parties.

6. **Validity:**

This amendment shall take effect from **[date]** and remain valid until the Project is completed and all revenues are fully realized and shared.

7. **No Other Changes:**

All other terms and conditions of the original Collaboration Agreement dated 6th September 2017 shall remain unchanged and in full force.

7.MISCELLANEOUS

a) This Addendum shall form an integral part of the Collaboration Agreement and shall be effective from the Effective Date.

THE SEAL OF THE SUB REGISTRAR SOHNA

For NAVI ESTATES LLP

Auth. Signatory

b) The Parties agree that this Addendum Agreement shall be binding upon and shall inure to the benefit of the Parties.

c) Any capitalized terms used and not defined herein shall have the meaning as ascribed to such terms in the Collaboration Agreement.

d) Each Party hereby represents that it has the legal right and full power and authority to enter into and deliver this Addendum, to perform its obligations hereunder and to consummate its actions and obligations contemplated herein.

e) The Parties shall abide by all the terms and conditions of the Collaboration Agreement as amended by this Addendum.

f) It is agreed that the agreement is irrevocable and no terms and conditions or any clause of this agreement shall be altered/modified/revoked/ changed/deleted without the prior permission of DTCP Haryana.

g) Except as specifically amended by this Addendum, all other provisions of the Collaboration Agreement shall remain unchanged and be in full force and effect. In an event of any conflict between the terms of this Addendum and the Collaboration Agreement, the terms of the Collaboration Agreement shall prevail to the extent amended herein.

h) This Addendum may be executed in two counterparts, each of which when executed will be an original, but together will constitute one and the same instrument. A signature delivered by facsimile or a pdf file via email shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed, all as of the date first above written.

Signatures:

THE SEAL OF THE SUB REGISTRAR SOHNA

For the FIRST PARTY:

Name: Monika

Signature: _____

Date: _____

(1) Sandeep Learner Adv

For the SECOND PARTY:

Name: _____

Signature: _____

Date: _____

For NAVI SOLICITORS LLP

Auth. Signatory

(2) AAksh

1893
06/09/2017

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 04/09/2017

Certificate No. GFD2017I46

GRN No. 30218508

Stamp Duty Paid : ₹ 1785600 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Monika raizada

H.No/Floor : 15 Sector/Ward : 0 LandMark : Jain mandir compond near s stadium

City/Village : Connaughtplace District : New delhi State : Delhi

Phone: 9654444168

Buyer / Second Party Detail

Name : Ms navi estates llp

H.No/Floor : 15 Sector/Ward : 0 LandMark : Jain mandir compond near s stadium

City/Village: Connaughtplace District : New delhi State : Delhi

Phone : 8130105050

Purpose : COLLABORATION AGREEMENT

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

Stamp Details

Stamp N0. GFD2017I46
Dated. 04.09.2017
GRN N0. 30218508

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Sohna, Gurugram on this 6th day of September, 2017.

BETWEEN

Smt. Monika Raizada (PAN NO. AXXPR6279A & PASSPORT NO. P3119165)W/o Sh. Naveen Raizada, R/o 15, Jain Mandir Compound, Near Shivaji Stadium, New Delhi – 110001 (hereinafter collectively referred to as "OWNERS"/FIRST PARTY" which expression shall, unless

Monika

NAVI ESTATES LLP

प्रलेख न: 1893

डीड का नाम AGREEMENT

तहसील/सब तहसील सोहना

गांव/शहर Dhunela

भवन का विवरण

भूमि का विवरण

धन सबंधी विवरण

राशि 35,712,000.00 रुपये

E-Stamp स्टाम्प न. gfd2017i46

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

स्टाम्प की राशि 1,785,600.00 रुपये

कुल स्टाम्प डयूटी की राशि 1,785,600.00 रुपये

DFC: JGHHOLGO

पेस्टिंग शुल्क 2.00 रुपये

Service Charge: 200.00 रुपये

Drafted By: Hari Shakar Adv

यह प्रलेख आज दिनाँक 06/09/2017 दिन बुधवार समय 1:37:00PM बजे श्री/श्रीमती/कुमारी Monika Raizada पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Naveen Raizada निवासी 15,Jain Mandir Compund,Near Shivaji Stadium Delhi द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

उप/सयुँक्त पँजीयन अधिकारी
सोहना

हस्ताक्षर प्रस्तुतकर्ता
श्री Monika Raizada

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Auth Sign-Vijay Krishen Goel दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने सुथक समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Shri Chand Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Alipur व श्री/श्रीमती/कुमारी Abhimanyu Mittal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Mangat Rai Mittal निवासी N Delhi ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः2 की पहचान करता है।

उप / सयुँक्त. पँजीयन अधिकारी
सोहना

दिनाँक 06/09/2017

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है ।

उप / सयुँक्त पँजीयन अधिकारी
सोहना

सोहना

repugnant to the context hereof, mean and include their legal heirs, representatives, nominees and assigns) of the First Part.

AND

M/s Navi Estates LLP, Reg. No. AAE-6590 year 2015, Address 15, Jain Mandir Compound, Near Shivaji Stadium, New Delhi – 110001 hereinafter referred to as the "VENDEE" through it's Director, **Mr. Vijay Krishen Goel S/o Sh. Parveen K. Goel** (AADHAR NO. 8820 0172 3696) duly authorized, vide Board's Resolution Dated 01-09-2016 (copy attached) hereinafter referred to as "DEVELOPER/ SECOND PARTY" which expression shall, unless repugnant to the context hereof, mean and include its administrators, successors, nominees and assigns) of the Second Part.

WHEREAS

A. The Owners had represented that they are owners in possession of land admeasuring about 21 Kanals 0 Marlas (equivalent to 2.625 acres approximately) comprised in Khewat /Khata No.46/46 (According to jamabandi 2009-2010) & Current Khewat/Khata No. 56/56 (According to jamabandi 2014-2015), Rect. No. 5, Kila No. 11/1/1 (3-12), 11/2/1 (3-8), 12/1/1 (2-10), Rect. No. 6, Kila No. 13/1 (0-10), 14/1 (4-0), 15/1/1 (2-15), 15/2/1 (4-5), Kita 7, land measuring **21 Kanal 0 Marla (equivalent to 2.625 acres** approximately) in the revenue estate of Village Dhunela, Tehsil Sohna, District, Gurugram Haryana vide Mutation No. **1589 Sactioned dated 11-08-2010 Mutabik Jamabandi Year 2009-2010,** Owner purchased above said property vide **Vasika No. 1630 dated 02-08-2010** Office of Sub Registrar, Sohna from **M/s. T. A. Realtors Pvt. Ltd.** & more particularly described in Schedule of land hereunder (hereinafter referred to as the Project Land).

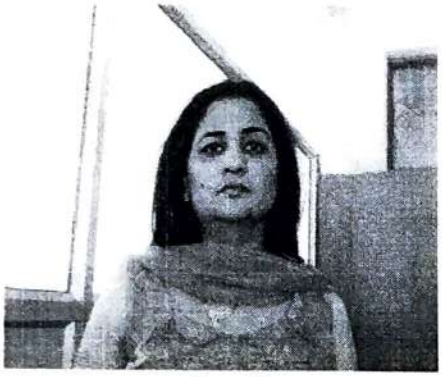
B. The Owners were desirous of developing the Project Land into a Group Housing / Residential / Commercial / Institutional / IT Park / School / Resort / Habitat Centre /Farms etc. as permissible and approved by the Regulatory Authorities but were not fully equipped with technical know-how, infrastructure and financial resources to develop the Project.

Monika

Vijay Goel

NAVI ESTATES LLP

Reg. No.	Reg. Year	Book No.
1893	2017-2018	1



पेशकर्ता



दावेदार



गवाह



उप /सर्युक्त पँजीयन अधिकारी

पेशकर्ता Monika Raizada





दावेदार Auth Sign-Vijay Krishan G

For Navi Estates LLP

Director



गवाह Shri Chand Lamberdar



गवाह Abhimanyu Mittal



C. The Developer, based on its professional expertise and experience, had agreed to undertake development of the Group Housing / Residential/Commercial/Institutional/IT Park/School/ Resort/Habitat Centre/ Farms etc. including the responsibility for entire planning, design, obtaining approvals, no objections etc. required for carrying out the development and construction of the Project at the cost of the Developer.

D. The Developer through its own resources, costs, expenses, fees etc. shall obtain an LOI / License to develop the Project Land into a Group Housing/Residential/Commercial/ Institutional/IT Park/School/Resort/Habitat Centre/Farms etc. after getting changed the land use of the Project land.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH:-

1. Project Land / Project :

1.1 The Project Land shall comprise of land admeasuring about total measuring **21 Kanals 0 Marlas (equivalent to 2.625 acres** approximately) in the revenue estate of Village Dhunela, Tehsil Sohna , District, Gurgaon Haryana more particularly described in Schedule of land hereunder.

1.2 The Owners on signing of this agreement have agreed to hand over the Possssion of the Project land to the Developer so that the Developer can start Development, Planning on the Project land.

2. Layout / Building Plans :

2.1 The Developer in conjunction with the owner shall conceptualise, design/plan the Project as permissible and as per prescribed norms, rules and regulations with all the requisite facilities / amenities.

2.2 The Developer shall immediately, on receipt of LOI/License proceed to get the building plans of the Project prepared through reputed architects for submission to concerned authorities for approval.

2.3 The Developer shall be entitled, as may be considered appropriate by it, to make any modifications, changes or amendments in the building plans/layouts within the permissible

Monika

Reg. No.	Reg. Year	Book No.
1,893	2017-2018	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 1,893 आज दिनाँक 06/09/2017 को बही नः 1 जिल्द नः 2,108 के पृष्ठ नः 13 पर पैंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 1,150 के पृष्ठ सख्या 76 से 78 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 06/09/2017

उप / सयुँक्त पैंजीयन अधिकारी
सोहना

framework of rules and bye laws. The owner will be kept informed on regular basis and have the right to suggest/advise.

3. Approvals :

3.1 The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals where necessary as may be required from all concerned Authorities, conversion of land use, LOI/License and sanction of building plans for the development and construction of the Project. The Developer shall submit necessary zoning plans for sanction within a period of 120 days from the date of issue of the License and get the same approved at the earliest.

3.2 The Developer shall also secure all necessary permissions, approvals for installation of electric; water supply and sewerage connections to the Project.

3.3 Owners shall fully cooperate in the submission of necessary applications / building plans for approval and agree to sign all applications and execute necessary / required documents for that purpose and shall execute appropriate Power of Attorney in favour of the Developer and / or their nominees at the time of signing of this Agreement.

4. Construction/Completion :

4.1 The Developer shall ensure that the Group Housing / Residential/Commercial/ Institutional /IT Park/School/Resort/Habitat Centre/Farms or whatever best can be developed on the Project Land is duly constructed and completed in accordance with the approved building plans.

4.2 The Developer shall commence development / construction immediately on receipt of all necessary permissions and complete construction of the buildings and development work on the Project Land within a period of 5 years approximately from the receipt of all approvals including approval / permissions of building plans subject to force majeure, restrains / restrictions from authorities / courts and circumstances beyond the control of the Developer and reasons attributable to the Owners.

4.3 The buildings shall be deemed to be complete only when the Developer completes the construction and obtains completion / occupancy certificate.

4.4 The materials/specifications to be used for construction of the buildings shall be of first class quality to be decided mutually between owner and the Developer. The materials and

Monika

NAVI ESTATES DEVELOPERS

specifications used shall be uniform for the construction of all the buildings/areas including that of the share of the Owners.

5. Completion Certificate:

5.1 The Developer shall apply for and obtain completion certificate of the project buildings at its own cost. Efforts shall be made to obtain completion/occupancy certificates in parts/phases within the overall period of 5 (Five) years as mentioned above.

5.2 The Developer alone shall be responsible and liable for any deviations made from the approved plans and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations.

6. Work Force:

6.1 The Developer shall employ adequate number of qualified engineers, architects, consultants, skilled and unskilled workers to ensure due completion of the construction of the buildings under the terms of this Agreement.

6.2 It will be the obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time.

6.3 In case any claim is made by any worker or employee or by any third person against the Owners regarding the construction of the buildings, then the Developer will keep the Owners indemnified from such claims/liabilities.

6.4 If during construction, any injury is caused to any person or property then the Developer alone will be responsible for the consequences and damages, if any, and in case the Owners are made liable to pay any amount on this account, then the Developer shall be liable to reimburse the same to the Owners. The Developer shall keep the Owners indemnified in this regard.

7. Costs :

7.1 All costs and expenses including the fees of the concept designers, Architects, Engineers, Consultants and staff / workforce of the Developer for preparation of layout/ building plans and for obtaining of approvals including payment of license fees, scrutiny fees, conversion

Monika

charges, external development charges, internal development charges, interest on EDC if any / or any other charge or levy whatsoever shall be borne and paid by Developer alone.

7.2 All costs and expenses relating to internal development of the Project Land and construction of the proposed project buildings including costs of materials, inputs, labour, supervision, installation of electric substations, transformers, generators, lifts, fire fighting equipments or other facilities, amenities as approved, shall be borne and paid by the Developer alone.

8. Assurances / Representations:

8.1 Without prejudice to the aforesaid assurance, in case any obligation / liability to any third party has been undertaken by the Owners with reference to the Project Land, the same shall be met and discharged solely by the Owners and the Developer shall be kept indemnified against any such obligations / liabilities.

8.2 The Owners have represented and assured the Developer that their right, title and interest in the Project Land is absolute, subsisting and marketable. The Owners agreed to get defects if any in their title to the Project Land rectified at their own cost and to keep the Developer indemnified against any losses or damages as may be caused to the Developer by reason of defect in title of the Owners in the Project Land.

9. Indemnities:

9.1 The Developer shall observe and comply with all rules, regulations, terms and conditions of license, building plans and other statutory provisions including making of statutory payments such as EDC. Developer shall keep the Owners indemnified against any losses, damages, and consequences arising out of any violations by the Developer of any statutory provisions, payment terms or conditions of license.

9.2 All claims whatsoever made by any party concerned with respect to construction by the Developer including suppliers of materials; equipments to be used in the construction and completion of the scheme/buildings under this Agreement shall be borne and paid by the Developer. The Developer shall keep the Owners fully indemnified against all such claims and demands whatsoever.

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10. Security Deposit / Refund:

10.1 The Developer shall be entitled to the refund, if any, of any amount deposited by the Developer with any authority in the name of the Owners for seeking any approval, sanction, no-objections etc.

11. Considerations:

11.1 The consideration on the part of the Owners in the development of the Project is the provision / availability of Project Land by the Owners free of any charge for development and construction of the Group Housing/Residential/Commercial/Institutional/ITPark/School /Resort/Habitat Centre/ Farms etc.

11.2 The consideration on the part of the Developer in terms of this Agreement, inter alia, includes obtaining of all approvals, carrying out development and construction of the project building at their own cost and all sums of money spent by them in connection with the Project including scrutiny fee, license fee and conversion fees, payment of EDC, Internal Development Charges, furnishing of bank guarantees etc. with the Authorities concerned. The consideration on the part of Developer also includes obtaining of completion certificate of the project buildings developed on the Project Land.

12. Sharing of Areas:

12.1 That in consideration of the contribution / obligation of the Owners as well as the Developer as mentioned in this Agreement, it is mutually agreed that the entire sealable / super built areas including open parking spaces of the project to be developed / constructed by the Developer in terms of this Agreement shall be shared between the Parties as follows:-

Owners	**:**	**30% (Thirty percent)**
Developer	**:**	**70% (Seventy percent)**

12.2 That the saleable / super built area for the purpose of this Collaboration Agreement shall be the built-up covered area of the flats / units / commercial units plus proportionate area under the corridors, passages, projections & architectural features, lift wells, lift rooms, staircase, mumty, common toilets, circulation areas, refuge areas, underground and overhead water

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tanks, electric sub-station etc. The percentage of super area shall be worked out jointly with the owners and by the Developer.

12.3 That proportionate number of open Car Parking spaces are to be provided to the Owners.

12.4 The Developer and Owner shall also be entitled within the rights herein conferred to all the permissible future vertical and horizontal exploitation of the project land, including by way of additional construction in the proportion of **70% and 30%** respectively, subject to approvals.

12.5 The Developer also undertakes and agrees to pay a penalty of Rs. 100/- per sq.ft. per month on built-up area of the share of the Owners in case there is delay in handing over possession of the area of the Owner within the stipulated period of 5 years.

13. Marketing:

13.1 That subject to provisions of this Agreement, the parties shall be to book / sell the respective areas allocated to their share and receive advance payments at their own risk and cost without any liability to the other. The parties shall be free to market their shares of areas independently on their own. Parties agree not to undercut each other. The share of respective areas to be decided at the stage of drawings.

13.2 All necessary documents / agreements, conveyance deeds for bookings / sales / leasing shall be prepared by the Developer to maintain uniformity of general terms including maintenance of the buildings.

14. Maintenance of the Complex:

14.1 All the common areas and facilities of the Project / buildings shall be maintained by the Developer and / or their nominees till handed over to a body / association of the buyers under the Haryana Apartment Ownership Act or otherwise. All the buyers of the areas allocated to both parties shall pay maintenance charges, replacement fund, security deposits etc. at such rates as may be fixed by the Developer and / or an Association of Buyers, as the case may be.

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15. Taxes / Levies / Charges :

15.1 All types of tax liabilities or any other type of financial obligations of the Owners with reference to the Project Land which might so far have been incurred by them shall be met and discharged by the Owners. The Owners undertake to keep the Developer fully and completely harmless and indemnified against any such liability or financial obligations of the Owners. The Owners and or buyers of their share of areas shall also be liable for all taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the Project from the date of making offer of possession of areas by the Developer. Similarly, taxes, charges, liabilities relating to Developer's Land shall be met by the Developer.

15.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the Project from the date hereof when they are levied / made applicable and might be passed on to the buyers as may be decided between them.

15.3 Taxes relating to construction like works tax shall be the liability of the Developer alone.

15.4 That in case after the completion of the Project (Part or Full) some new taxes / levies / charges are imposed or increased the same shall be borne and paid by the respective purchaser of the flat or shall be shared between the Owners and Developer in the ratio of their share in the Project built-up areas.

16. Powers of Attorney:

16.1 The Owners do hereby appoint, nominate and constitute the Developer and its nominees **Mr. Vijay Krishen Goel (Director, M/s. Navi Estates LLP),** of the Developer as true and lawful attorney of the Owner to do, jointly and severally, all or any of the acts, deeds and things in the name of the Developer and on their behalf in respect of the Project and Project Land as may be necessary from time to time.

16.2 To sign / execute all applications, documents, affidavits, undertakings, indemnity bonds, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of this Agreement.

16.3 To obtain all requisite approvals including LOI / License and of building plans, and in that connection to submit any applications, affidavits, undertakings and to deposit any fees, charges etc.

16.4 To sell, book, allot the whole or any part of the areas allocated to the share of the Developer to enter into agreements and to receive consideration in the name of the Developer.

16.5 To buyers may be required to raise loans for the purchase of the residential units. The Developer shall be entitled to issue no-objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of areas falling in Developer's share in favour of any bank / financial institutions without creating any liability on the Owners. Likewise, the Owners shall also be entitled to issue such no-objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks / financial institutions without creating any liability on the Developer.

16.6 To appear before the Registrar or Sub-Registrar or any other authority competent in this behalf, to present for registration the said sale deeds and documents and admit the execution thereof and give acknowledgement / receipts of the payments and to do other acts that may be necessary for the registration of the sale deeds and to sign and deliver proper receipts for the same.

17. Insurance / Calamities :

17.1 During the period of construction till the date of completion of the Project, the Developer shall keep the buildings properly insured against fire, war, natural calamities, riots etc., and shall pay the premium for that purpose.

18. <u>Execution of Sales Deeds:</u>

18.1 Without prejudice to the generality of the aforesaid, it is agreed that after due completion of the project buildings, the Owners shall execute the Sale Deed or Deeds in respect of proportionate undivided interest in the Project Land in favour of the buyers of Developer's share of areas at the cost and expenses of the buyers.

19. General :

19.1 The name of the Project shall be decided jointly by both the parties.

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19.2 This agreement contains all the terms and conditions that have been agreed to between the parties. On the execution of this Agreement, all other documents, offers and proposals contained in other documents which are not expressly made a part of this Agreement shall be deemed to have been cancelled and are not to be referred to or relied upon in any way or used for purpose of interpreting the terms of this contract and the rights of the parties hereunder.

19.3 No amendment or modification in this Agreement shall become operative or binding on the Parties unless they are agreed to in writing by authorized representative of each party and such writings are expressly stated and accepted as being an amendment to the Agreement.

19.4 If any provision of this Agreement shall be determined to be void or unenforceable under the applicable law, such provisions shall be deemed to be deleted or amended in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

19.5 The owners and the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owners and the Developer nor shall the Owners and the Developer in any manner construe it is an association of persons unless and except to the extent specifically recorded herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.

19.6 Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or a duly authorized person. No delay or omission in the exercise of any right or remedy shall be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.

19.7 All communications/ notices between the parties shall be sent through Registered A/D Post at the addresses of the parties given above or against receipt by hand.

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19.8 The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20. Arbitration:

20.1 Disputes, if any, that may arise between the parties with respect to this Agreement, or interpretation of terms, or its performance or execution shall be settled by reference to Arbitration under the provisions of Arbitration & Conciliation Act of 1996. The venue of Arbitration shall be Gurgaon., Haryana

21. Jurisdiction :

21.1 This Agreement shall be subject to the jurisdiction of Gurgaon / Haryana Courts only.

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

HARI SHANKAR 06.09.1
Advocate
Sohna (Gurugram)



Monika

For Smt. Monika Raizada

For Navi Estates LLP

Vijay Goel

For M/s. Navi Estates LLP through its Directors Mr. Vijay Krishen Goel

Witness :

1- श्री चंद नम्बरदार
गाँव अलीपुर तहसील सोहना
जिला गुड़गाँव

2. Abhimanyu Mittal S/o Sh. Mangat Rai Mittal
R/o R63C, Block R, Dilshad Garden, New Delhi-95
AADHAR NO. 5407 9063 8487