






Non Judicial	 Indian-Non Judicial Stamp Haryana Government 		Date : 08/03/2025
Certificate No.	G0H2025C958		Stamp Duty Paid : ₹ 1487000 <small>(Rs. Only)</small>
GRN No.	129178457		Penalty : ₹ 0 <small>(Rs. Zero Only)</small>
Seller / First Party Detail			
Name:	Parul Malik	Sector/Ward : Na	LandMark : Jungpura extn delhi
H.No/Floor :	E21/gf	District : Delhi	State : Delhi
City/Village :	Delhi	Others : Sunil malik and navneet malik	
Phone :	70*****92		
Buyer / Second Party Detail			
Name :	Emperium infrastructure Private limited	Sector/Ward : 58	LandMark : Grand view tower
H.No/Floor :	10th	District : Gurugram	State : Haryana
City/Village :	Gurugram		
Phone :	70*****92		
Purpose :	Collaboration Agreement		

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

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurugram on this ____ day of _____, 2025

BETWEEN

(1) Mr. Parul Malik S/o Ravinder Malik (Aadhaar No. 3873 5013 5186) R/o E-21, GF, Near Eros Cinema, Jungpura Extension, Jungpura South Delhi, Delhi 110014; **(2) Mr. Sunil Malik** S/o Late Shri Ajit Malik (Aadhaar No. 9399 3237 8148) R/o H. No. 578, Model Town, Panipat, Haryana-132103; and **(3) Mrs. Navneet Malik** W/o Mr. Sunil Malik (Aadhaar No. 3729 3367 3891) R/o H. No. 578, Model Town, Panipat, Haryana-132103; hereinafter collectively called the **"JOINT OWNERS"** (which expression shall unless repugnant or opposed to the context of this contract includes their heirs, successors, representatives, nominees and permitted assigns etc.) party of the **FIRST PART**.

AND

M/s Emperium Infrastructure Private Limited (CIN No. U70109DL2021PTC382234) (PAN – AAGCE5084K), a company incorporated under the provisions of the Companies Act, 2013, having its corporate office at Unit 10B, 10th Floor, Grand View Tower, Golf Course Extension Road, Sector-58, Gurgaon, Haryana-122011, represented by its authorized signatory



Navneet Malik

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Parul Malik

प्रलेख न:16419

दिनांक:10-03-2025

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर हरसरु

धन संबंधी विवरण

राशि 74304000 रुपये

स्टाम्प ड्यूटी की राशि 1486080 रुपये

स्टाम्प नं : G0H2025C958

स्टाम्प की राशि 1487000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:129220230

पेस्टिंग शुल्क 0 रुपये

Drafted By: C P BATHEJA ADV

Service Charge:0

यह प्रलेख आज दिनांक 10-03-2025 दिन सोमवार समय 12:16:00 PM बजे श्री/श्रीमती /कुमारी

PARUL MALIK पुत्र RAVINDER MALIK SUNIL MALIK पुत्र AJIT MALIK NAVNEET MALIK पत्नी SUNIL MALIK
निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Parul Malik

हस्ताक्षर प्रस्तुतकर्ता

PARUL MALIK SUNIL MALIK NAVNEET MALIK

S.K. Malik

Navneet Malik

उप/संयुक्त पंजीयन अधिकारी (हरसरु)



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी EMPERIUM INFRASTRUCTURE PVT LTD thru HARDEEP SINGHOTHER
हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR ADV पिता . निवासी GGM
व श्री/श्रीमती /कुमारी MANOJ KUMAR ADV पिता .

निवासी GGM ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी(हरसरु)

[Signature]

Mr. Hardeep Singh authorized vide board resolution dated 14-Feb-2025 hereinafter called the "DEVELOPER" (which expression shall unless repugnant or opposed to the context of this contract includes its successors, representatives, nominees and permitted assigns etc.) party of the SECOND PART.

The JOINT OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the JOINT OWNERS are full-fledged and lawful owners in possession of land falling in the Khewat/ Khaata No. 878/933, Killa Nos. 8/1/1 (2-7), 7/1 (5-18) total measuring 8 Kanal 5 Marla to the extent of share 535/1486 (2 kanal 19 marla 4 sarsai) (1797 Sq. Yd.) situated in revenue estate of Village Harsaru, Tehsil Harsaru, Sector-88A, District Gurugram, Haryana (hereinafter referred to as 'Said Land').

WHEREAS the JOINT OWNERS were desirous of establishing a Real Estate Project in accordance with the applicable laws and policies of Government of Haryana, as may be applicable from time to time (hereinafter referred to as "Project/ Real Estate Project/ Retirement Housing Real Estate Project") over the Said Land.

WHEREAS the DEVELOPER is engaged in real estate development. The JOINT OWNERS were desirous of investing in real estate development and the JOINT OWNERS themselves lack the means, resources, capacity and resources to undertake the conceptualization, promotion, construction and development of a Retirement Housing Real Estate Project on the Said Land. The JOINT OWNERS are accordingly proceeding to enter into the present Collaboration Agreement with the DEVELOPER.

WHEREAS the DEVELOPER has the means, resources, capacity and infrastructural resources to undertake the conceptualization, promotion, construction and development of a Retirement Housing Real Estate Project on the Said Land. Taking into reckoning the track record and expertise of the DEVELOPER in real estate development the JOINT OWNERS and the DEVELOPER have entered into this contract for development of the Said Land as a Retirement Housing Real Estate Project on collaboration basis. The DEVELOPER has agreed



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J. K. Malik
[Signature]

Reg. No.

Reg. Year

Book No.

16419

2024-2025

1



पेशकर्ता



दावेदार



गवाह

Parul Malik *S.K. Malik* *Navneet Malik*

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- PARUL MALIK SUNIL MALIK NAVNEET MALIK _____

दावेदार :- thru HARDEEP SINGH OTHEREMPERIUM INFRASTRUCTURE PVT LTD _____

गवाह 1 :- SHIV KUMAR ADV _____

गवाह 2 :- MANOJ KUMAR ADV _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 16419 आज दिनांक 10-03-2025 को बही नं 1 जिल्द नं 97 के पृष्ठ नं 34.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2255 के पृष्ठ संख्या 83 से 107 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 10-03-2025



उप/सयुंक्त पंजीयन अधिकारी हरसरु

to undertake the development of the Said Land on the terms and conditions set out in this contract.

Accordingly, the present agreement has been executed between the parties on the terms and conditions mentioned hereinafter:

1. That the subject matter of this collaboration agreement between the JOINT OWNERS and the DEVELOPER is the Said Land admeasuring 2 Kanal 19 Marla 4 Sarsai (1797 Sq. Yd.) situated in revenue estate of Village Harsaru, Tehsil Harsaru, Sector-88A, District Gurugram, Haryana for utilizing the same for construction and development as a Real Estate Project by the DEVELOPER.
2. That the DEVELOPER shall be entitled to add adjoining/ additional lands to the Said Land for the purpose of development of a Retirement Housing Real Estate Project. The JOINT OWNERS shall not be entitled to raise any objection to the same.
3. That in furtherance of present Collaboration Agreement an application shall be submitted by the DEVELOPER to Directorate of Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") on its own behalf and on behalf of the JOINT OWNERS for grant of license for development of Retirement Housing Real Estate Project over the Said Land.
4. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite License from DTCP for development of a Retirement Housing Real Estate Project over the Said Land. The entire amount required for payment of License fee, statutory fees and charges as may be prescribed by the concerned authority for the purpose of obtaining of License shall be wholly to the account of the DEVELOPER.
5. That the JOINT OWNERS agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the Said Land and to irrevocably vest in it all the authority of the JOINT OWNERS as may be necessary in the discretion of the DEVELOPER for obtaining the requisite permissions, sanctions and approvals for development, construction and completion of the proposed Retirement Housing Real Estate Project on the Said Land and undertaking the implementation of the same.



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S. K. Malak

6. That all permissions, sanctions and approvals subsequent to grant of License including but not confined to occupation certificate required for conceptualization, promotion, construction, development and implementation of Retirement Housing Real Estate Project from all competent authorities shall be obtained by the DEVELOPER at its own cost and expense. The entire amount required for payment of requisite statutory fees and charges as may be prescribed by the concerned authority for the purpose of obtaining of permissions, sanctions and approvals subsequent to grant of license including but not confined to occupation certificate shall be wholly to the account of the DEVELOPER.
7. That the Layout Plan/Demarcation/Building Plans for the proposed Retirement Housing Real Estate Project shall be in accordance and conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the Said Land. The said Layout Plan/Demarcation/Building Plans building plans for the said Retirement Housing Real Estate Project shall be filed for permission to develop/construct the maximum permissible area in the Said Land.
8. That the DEVELOPER at its absolute discretion shall proceed to have suitable design, model and/or plans prepared for the proposed Retirement Housing Real Estate Project and get them approved/ sanctioned from the competent authority(s).
9. That the cost of development/construction of the said Retirement Housing Real Estate Project (residential component as well as commercial component) including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, raising of construction, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be paid by the DEVELOPER.
10. That the entire amount required for Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the said land like water, electricity, sewage etc. shall be wholly to the account of the DEVELOPER. Entire expenditure for construction of Electricity Sub Station, Sewage Treatment Plant etc. and for arranging electricity supply including cost of laying transmission lines etc. shall be incurred entirely



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S. K. Malik
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by the DEVELOPER. Under no circumstances shall the JOINT OWNERS be liable to incur any such liability.

11. That the renewals of all requisite permissions, sanctions etc. required for the conceptualization, promotion, construction, development and implementation of the Retirement Housing Real Estate Project over the Said Land shall be obtained by the DEVELOPER at its expense. The DEVELOPER shall be liable to ensure that all such permissions, licenses, sanctions etc. remain valid and subsisting.
12. The JOINT OWNERS hereby agree, undertake and acknowledge that the DEVELOPER shall have the right to create mortgage, lien, charge, hypothecation, security and/or encumbrance over the Project, except the area share of the JOINT OWNERS to the extent of 20,000 Sq. Ft. and the JOINT OWNERS shall sign/execute all the necessary documents as may be required in this regard. However, the JOINT OWNERS shall not be liable, in any way, to repay the loan amount or interest thereon, the DEVELOPER shall be solely liable and responsible to repay the same.
13. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to construct/develop/build upon the Said Land proposed Retirement Housing Real Estate Project as also all the common areas and common facilities in accordance with the terms of this agreement. The DEVELOPER at its absolute discretion shall be entitled to develop the project and raise construction over area sanctioned in the Retirement Housing Real Estate Project and to deal with, use, utilize and alienate the same in any manner deemed fit by it.
14. That actual, vacant, physical and peaceful possession of the Said Land has been delivered at the spot by the JOINT OWNERS to the DEVELOPER. The possession of the DEVELOPER over the Said Land shall not be disturbed and DEVELOPER shall not be dispossessed therefrom till the Retirement Housing Real Estate Project is complete. The Retirement Housing Real Estate Project shall be deemed to have been completed when the occupation certificate for the entire project has been obtained by the DEVELOPER.
15. That after execution of the present contract, the DEVELOPER shall be entitled to enter upon the Said Land, survey the same, prepare the layout and service plans and development scheme for submission to DTCP and/or such other authority(s) as may be concerned in the matter for obtaining of requisite permissions, sanctions and approvals for development, construction and completion of the Retirement Housing Real Estate Project on the Said Land. After the execution of this agreement, the DEVELOPER shall



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S.K. Malik
S. K. Malik

be at liberty to put up its sign boards over the Said Land with the legend that the project to be constructed at the spot is a Retirement Housing Real Estate Project wherein the public is free to book the areas / spaces in conformity with applicable laws/regulations/ policies and to have temporary site office over any part of the Said Land.

16. That in case any penal interest, damages or compensation in any form of nature is liable to be paid to any contractor/ professional/ engineer etc. and /or DTCP /any other authority on account of failure of the DEVELOPER to fulfil any financial obligations in terms of this contract or to comply with any statutory provision, in that event the said amount regardless of its nomenclature shall be paid by the DEVELOPER from its own resources.
17. That the Sales staff, CRM staff and Technical manpower for supervision shall be provided by the DEVELOPER from its own resources. No amount whatsoever or for that matter any salary/ payment of any nature shall be liable to be paid by the JOINT OWNERS to the DEVELOPER /its aforesaid staff towards monitoring and supervising the raising of construction/ development, sales, promotion and marketing, of the Retirement Housing Real Estate Project.
18. That all office establishment expenses as may be required to be incurred for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be incurred entirely by the DEVELOPER.
19. That the entire expenditure incurred in raising of construction/ Development, payment of architects, engineers, contractors (structural, plumbing, electrical etc.) horticulturists, professionals etc. and in undertaking the implementation of the Retirement Housing Real Estate Project shall also be paid by the DEVELOPER. No expenditure towards any account for the conceptualization, promotion, construction, development and implementation of the Retirement Housing Real Estate Project shall be liable to be incurred by the JOINT OWNERS.
20. That the External Development Charges (hereinafter referred to as "EDC") and Internal Development Charges (hereinafter referred to as "IDC") shall be paid/deposited by the DEVELOPER from its own resources. Any bank guarantee required to be furnished to DTCP/any other authority shall be furnished by the DEVELOPER from its own resources.
21. That the DEVELOPER within a period of 36 months from the date of approval of RERA for development of Retirement Housing Real Estate Project over the Said Land by DTCP,



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shall strive to obtain the requisite permissions, sanctions and approvals for construction, development and implementation of the project. The DEVELOPER shall proceed to start the development work after grant of sanction of layout plan and shall complete the development of the Retirement Housing Real Estate Project within period permissible under applicable policy for the project. If the non-completion of the Project is the result of earthquake, lightening, pandemic or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project.

22. That the DEVELOPER alone shall be responsible for the development of the Said Land and compliance of all applicable laws including Real Estate (Regulation and Development) Act, 2016 (the RERA Act) read with Haryana Real Estate (Regulation and Development) Rules, 2017 (the HRERA Rules) and Retirement Housing Policy 2021. The DEVELOPER shall be solely responsible for all approvals under the RERA Act and the HRERA rules framed thereunder in respect of the Project regulation over the Said Land. The JOINT OWNERS shall under no circumstances be held responsible for any non-compliance or on any violation of the provisions as contained in the RERA Act and the HRERA rules framed thereunder.
23. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or injury or damage to workmen, plant and machinery or third party. All claims and demands during construction and/or thereafter shall be settled and cleared by the DEVELOPER and no liability on this account shall be fastened on the JOINT OWNERS.
24. That since, the Retirement Housing Real Estate Project shall be developed and constructed by the DEVELOPER at its own costs and expenses, the Project shall be implemented/developed and driven by the DEVELOPER. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation, etc. of the Project shall be at the sole discretion and expertise of the DEVELOPER.
25. That the DEVELOPER shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by/with the proposed Allottees for the



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S.K. Malik
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Project, including but not limited to Marketing brochure/ prospectus, application forms, receipts, provisional/ final allotment letters, apartment/ unit buyer agreements, sale/ conveyance deeds/lease deeds, maintenance agreements and others as the DEVELOPER may consider appropriate. The DEVELOPER shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the end purchasers of the Project.

26. That the DEVELOPER shall exclusively be entitled to undertake the conceptualization, promotion, construction and development of the Retirement Housing Real Estate Project over the Said Land under any brand name deemed appropriate by the DEVELOPER. The JOINT OWNERS admit and acknowledge that it shall be the absolute prerogative of the DEVELOPER to do so and the JOINT OWNERS undertake not to raise any objection in this regard. Similarly, absolute discretion shall also be held by the DEVELOPER for the purpose of naming the project. The JOINT OWNERS shall have absolutely no role to play in the same. The JOINT OWNERS undertake not to raise any objection to the naming of the project by the DEVELOPER.
27. That all advertisement rights shall vest absolutely with the DEVELOPER including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the DEVELOPER. The layout of the components of the advertisement/Marketing materials etc. shall be in such formats as may be decided by the DEVELOPER. This shall however the subject to due compliance of RERA Act and the HRERA Rules by the DEVELOPER at its sole responsibility with respect to such advertisements. The DEVELOPER shall be entitled to select a Project name as deemed appropriate by it at its sole discretion.
28. That the JOINT OWNERS shall ensure that during the subsistence of this Agreement, that they and any person, acting under or through the JOINT OWNERS shall not commit any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the DEVELOPER or (ii) whereby the grant and transfer of the Development Rights or the rights of the DEVELOPER in respect of the Said Land are prejudicially affected. Without limiting the generality of the foregoing, neither the JOINT OWNERS nor any of their representatives or agents shall interact with, apply to or appear before any concerned Governmental Authority or any third party in respect of the Said Land or the Project except as may be specifically provided herein except where such attendance is required by law and that too



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- will be done with the consent of the DEVELOPER. In performance of their duties and exercise of their rights, powers and authorities under this Agreement, the JOINT OWNERS & DEVELOPER shall not in any manner whatsoever do any act, deed or thing that is detrimental to or against their interests as provided compliance of this Agreement.
29. That in accordance with the terms and conditions of this Agreement, the DEVELOPER shall be entitled to do all things, deeds and matters pertaining to (i) all of the development activities on and in relation to the Said Land and exercise of the Development Rights, (ii) interactions with any Government Authorities or any other person in respect of any acts, deeds, matters and things which may be done or incurred by the DEVELOPER in terms of this Agreement, and (iii) signing all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be required from time to time for conceptualization, promotion, construction, sale and development of the Project.
 30. That the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed by the DEVELOPER in accordance with Retirement Housing Policy 2021. All expenses for the same shall be incurred by the DEVELOPER.
 31. That the JOINT OWNERS shall execute irrevocable General Power of Attorney in favour of the DEVELOPER for the purpose of execution, submission of documents/applications, to get permission and approval of license, drawings, zoning plan, layout plan, building plan and other sanctions/ approvals for development of the Project on Said Project Land, to raise finances, take loan on said Project Land for the development of the Project, to raise constructions thereon as agreed hereto, and for any/all other purposes related to development of the Project on Said Project Land, authorizing the DEVELOPER to book, allot, execute agreements for sale, conveyance deed etc., receive consideration amount, issue receipts in its name for sale of developed flats/units and to execute and get registered the agreement for sale, conveyance deed, assignment deeds etc. in the Project. The Power of Attorney shall authorize the DEVELOPER to exercise all rights and to discharge all obligations under this collaboration agreement.
 32. That the JOINT OWNERS are aware of the fact that the Retirement Housing Real Estate Project over the Said Land shall be set up in accordance with the applicable Policy and directive/guidelines given by State of Haryana/DTCP/HRERA.
 33. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the Retirement Housing Real Estate Project together or in phases.



Navneet Malik

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S.K. Malik
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34. That the JOINT OWNERS are aware of the fact that the Retirement Housing Real Estate Project over the Said Land shall be set up in accordance with the applicable Policy and directive/guidelines given by State of Haryana/DTCP/HRERA. JOINT OWNERS are conscious and aware of the fact that they shall only be entitled to allocation of 20,000 Sq. Ft. (Twenty Thousand Square Feet) saleable/ super area after HRERA approval as per detailed below:
- (i) 10,000 Sq. Ft. saleable/super area will be accolated to Mr. Parul Malik in the Project.
 - (ii) 5,000 Sq. Ft. saleable/super area will be accolated to Mr. Sunil Malik in the Project.
 - (iii) 5,000 Sq. Ft. saleable/super area will be accolated to Mrs. Navneet Malik in the Project.
35. That accordingly, it has been mutually agreed between the parties that in order to avoid any complications arising out of sale of units/ areas (constructed as well as unconstructed) forming part of the Retirement Housing Real Estate Project to be developed over the Said Land, the entire construction/marketing/sale/collection of the project ought to be handled by the DEVELOPER. It has further been agreed between the parties that the bank account in accordance with statutory requirements of RERA Act, shall be opened and operated by the DEVELOPER.
36. That the DEVELOPER shall at its absolute discretion be entitled to realize all maintenance related charges from prospective purchasers/ allottees. The DEVELOPER shall also be entitled at its complete discretion to depute any company/entity for rendering maintenance services and facilities in the Retirement Housing Real Estate Project and in such event all maintenance related charges from prospective purchasers/ allottees shall be realized by such company/entity.
37. That in case any amount/security/fees/bank guarantee deposited by the DEVELOPER with the government / any other authority is refunded to the JOINT OWNERS, the same shall be returned to the DEVELOPER within seven days of the receipt of the same.
38. That the JOINT OWNERS are aware of the fact that the Retirement Housing Real Estate Project over the Said Land shall be set up by the DEVELOPER in accordance with the Retirement Housing Policy and directive/guidelines given by State of Haryana/Directorate of town and Country Planning, Haryana, Chandigarh. The JOINT OWNERS shall under no circumstance be held responsible for any compliance or on any



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S. K. Malik

violation of the provisions as contained in the RERA Act and the HRERA rules framed thereunder and/or any other provision of law relating to implementation of the Project.

39. That all rates, cesses and taxes due and payable in respect of the Said Land up to the date of this agreement shall be the exclusive liability of the respective owners and thereafter the liability in this behalf shall be discharged entirely by the DEVELOPER provided the same pertains to the period after the execution of this contract.
40. That the JOINT OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the JOINT OWNERS shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.
41. That the JOINT OWNERS have also undertaken not to agree to sell the said property to any other person or to create any type of encumbrances over it.
42. That if there be any claim, demand, tax, litigation of any nature whatsoever against the JOINT OWNERS, then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of share of JOINT OWNERS share of gross revenue.
43. That the JOINT OWNERS undertake to execute all documents/ agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the Retirement Housing Real Estate Project at the cost and expense of the said allottees.
44. That the JOINT OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Retirement Housing Real Estate Project and/or booking and sale of flats/ apartments/ residential or commercial units in the project.



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S.K. Malik
Parveen Malik

45. That the JOINT OWNERS and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective considerations received by them from the project are concerned.
46. That since considerable expenditure, efforts and expertise are involved in obtaining requisite sanctions/permissions for development of the Retirement Housing Real Estate Project it is the condition of this agreement that after execution of this contract the JOINT OWNERS or their nominees or their legal heirs will not cancel or back out and/or withdraw from the terms of this agreement as the Agreement is irrevocable and the JOINT OWNERS shall not be entitled to cancel/ terminate/ repudiate/ rescind this Agreement or cancel/ terminate/ revoke powers of attorney(s) given under this Agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled/ enforced through a suit for specific performance at the cost and risk of the JOINT OWNERS and during such pendency of the suit the JOINT OWNERS shall not enter into any agreement with respect to the Said Land with any third party.
47. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
48. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation 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 for implementing or giving effect to the terms of this agreement.
49. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
50. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.
51. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:
- a) these presents do not create any Partnership between the parties hereto;
 - b) each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of



Naamit Naik
S.K. Hatak
Srinivasulu

or as agents of any of them or of anyone else;

- c) each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realisation received by each of them under these presents;
52. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.
53. That in pursuance of the due performance of the obligations and 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 and assigns.
54. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
55. That the Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other party. The Parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party.
56. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

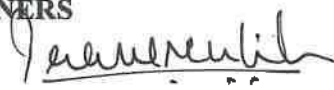
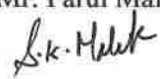
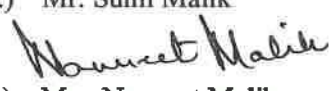


Navneet Nain
S.K. Malik
Ramesh



57. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
58. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER.

IN WITNESS THEREOF the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

OWNERS

- 
(1.) Mr. Parul Malik
- 
(2.) Mr. Sunil Malik
- 
(3.) Mrs. Navneet Malik

DEVELOPER



M/s Emperium Infrastructure Private Limited
through its authorized signatory Mr. Hardeep Singh

Witnesses

1.


Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram

2.


MANOJ KUMAR
Advocate
Distt. Court Gurugram