

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 24/01/2025

Certificate No. GFX2025A120

GRN No. 127154226



Stamp Duty Paid : ₹ 2454000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Avril Developers Llp

H.No/Floor : D56/tf

Sector/Ward : Nil

LandMark : 100 foota road chattarpur enclave

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 99*****24

Others : Citadelis infra pvt ltd, inaya realty



Buyer / Second Party Detail

Name: Dreamways Infra projects Pvt ltd

H.No/Floor : 4/1f

Sector/Ward : 28

LandMark : Qutub enclave dlf city

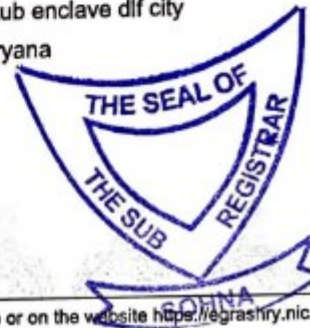
City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99*****24

Purpose : collaboration agreement



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

Collaboration Agreement

This agreement (hereinafter referred to as "The Agreement") is executed at Tehsil Sohna, Distt. Gurugram on this 24-01-2025.

BETWEEN

(1.) **M/s. AVRIL DEVELOPERS LLP** (PAN No. ABXFA5000C), having its Regd. Office at D-56, 3rd Floor (Rear Side), 100 Foota Road, Chattarpur Enclave, New Delhi, Delhi-10074 through its Auth. Signatory **Mr. Ravi Yadav (Aadhaar No. 6055 2371 3706)** vide Board Resolution Dated 23.01.2025

(2.) **M/s. CITADELIS INFRA PVT. LTD.** (PAN No. AALCC7835R), A-609, Pioneer Urban Square Sector 62, Gurgaon, Haryana-122001 through its Authorised Signatory **Mr. Abhishek Kundu (Aadhaar No. 9005 7751 4432)** vide Board resolution dated 21.01.2025

(3.) **M/s. INAYA REALTY** (PAN No. DCRPA2883K), having its Regd. Office at Plot No. 54, Khasra No. 54/10/11/1/9, Jonapur, South Delhi, Delhi-110047

For Avril Developers LLP CITADELIS INFRA PRIVATE LIMITED

Authorised Signatory

Authorised Signatory

INAYA REALTY

Proprietor

Dreamways Infra Projects Pvt. Ltd.

Authorised Signatory

प्रलेख नं:14580

दिनांक:24-01-2025

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन संबंधी विवरण

राशि 1 रुपये

स्टाम्प ड्यूटी की राशि 0.0199999995529652 रुपये

स्टाम्प नं : GFX2025A120

स्टाम्प की राशि 2454000 रुपये

रजिस्ट्रेशन फीस की राशि 100
रुपये

EChallan:127143474

पेस्टिंग शुल्क 0 रुपये

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनांक 24-01-2025 दिन शुक्रवार समय 5:00:00 PM बजे श्री/श्रीमती /कुमारी

AVRIL DEVELOPERS LLP ETC thru RAVI YADAVOTHER निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।



हस्ताक्षर प्रस्तुतकर्ता

AVRIL DEVELOPERS LLP ETC

उप/संयुक्त पंजीयन अधिकारी (सोहना)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DREAMWAYS INFRA PROJECTS PVT LTD thru SIDDHARTH SINGHOTER

हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SUBHASH CHAND PANCH पिता --

निवासी RAHAKA व श्री/श्रीमती /कुमारी SUNNY KUMAR पिता SHAMU

निवासी KAPURTHLA PUNJAB ने की ।

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



दिनांक 24-01-2025

उप/संयुक्त पंजीयन अधिकारी (सोहना)

SOHNA

through its Proprietor **Mr. Kamal Ambawta** (Aadhaar No. 4204 0379 1487) hereinafter collectively and individually referred to as "**The LAND OWNERS**" [Herein after referred to as LAND OWNERS which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, executors, administrators, successors and assigns of the FIRST PART]

AND

M/s. DREAMWAYS INFRA PROJECTS PVT. LTD. (PAN No. AAHCD9203A) having its office at First Floor, House No. 4, Qutub Enclave, Dlf City, Road No. S-28, Gurgaon, Haryana-122001 through its Authorised Representative **Mr. Siddharth Singh** (Aadhaar No. 2724 7116 7423) authorised vide resolution dated **23.01.2025** (Annexure A) and duly authorised to execute the present agreement on behalf of company vide resolution passed in the meeting of the board of directors held on 23.01.2025 hereinafter referred to as "**DEVELOPER**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, executors, administrators, successors and assigns of the SECOND PART,

The parties of the first and the second part are hereafter collectively referred to as "parties" and individually as Land Owner and Developer.

WHEREAS:

A. THE Land Owners M/s. Avril Developers LLP (Pan no. ABXFA5000C), M/s. Citadelis Infra Pvt. Ltd. (Pan no. AALCC7835R) And M/s. Inaya Realty have represented that they are the owners and in possession of the land bearing comprised (1.) **AVRIL DEVELOPERS LLP** in Khewat/Khata No.1207/1231, Mustil No. 141, Killa No. 6/1(1-16), 15/1/1(0-4) Kita 2, measuring 2 Kanal 0 Marla Salam and Khewat/Khata No. 1205/1229, Mustil No. 141, Killa No. 6/2/1(4-16), 15/1/2/2(1-6) Kita 2, measuring 6 Kanal 2 Marla Salam and Khewat/Khata no.1166/1188, Mustil No. 140, Killa No. 11/1(2-18), Kita 1, measuring 2 Kanal 18 Marla and Khewat/Khata No. 1281/1304, Mustil No. 134, Killa No. 25/1/2 (1-4), Mustil No. 135, Killa No. 21/1/2 (1-4), Kita 2, measuring 2 Kanal 8 Marla Salam All khewat measuring **13 Kanal 8 Marla vide Mutation No- 30573 Sanctioned dated 19.12.2024** and (2.) (A) **CITADELIS INFRA PVT. LTD.** & (B) **INAYA REALTY** in Land Khewat/Khata No.1207/1231, Mustil No. 140, Killa No. 1(8-0), 10(7-9), Mustil No. 141, Killa No. 5/2(1-16), Kita 3, measuring 17 Kanal 5 Marla Salam and Khewat/Khata

For

Authorised Signatory

CITADELIS INFRA PRIVATE LIMITED


Authorised Signatory

INAYA REALTY

Proprietor

Dreamways Infra Projects Pvt. Ltd.

Authorised Signatory

no.1205/1229, Mustil No. 141, Killa No. 5/1(6-4), Kita 1, measuring 6 Kanal 4 Marla Salam and Khewat/Khata No. 1281/1304, Mustil No. 134, Killa No. 25/2 (1-17), Mustil No. 135, Killa No. 21/2 (1-17), Kita 2, measuring 3 Kanal 14 Marla Salam All khewat measuring **27 Kanal 3 Marla vide Mutation No- 30513 Sanctioned dated 05.12.2024** in the following manner:

S.No.	Owner Name	Share	Area
1.	Avril Developers LLP	Full	13 Kanal 8 Marla
2.	(A)Citadelis Infra Pvt. Ltd. (B) Inaya Realty	Undivided Equal Share	27 Kanal 3Marla
Total			40 Kanal 11 Marla

situated within the revenue estate of Village Sohna ,Tehsil Sohna, Distt. Gurgaon, Haryana vide jamabandi for the year 2021-2022 (hereinafter referred to the said land).

- B. The Developer holds sufficient expertise in Developing Colonies, Group Housing Schemes, DDJAY (Deen Dayal Jan Awas Yojna) and has adequate resources to undertake the development of the same.
- C. The Landowners are now desirous of utilizing the said land for construction of a DDJAY (Deen Dayal Jan Awas Yojna) Project and consequential commercial project and the Landowners have approached the Developer for development of the said land as a DDJAY (Deen Dayal Jan Awas Yojna) project on collaboration basis as agreed in this collaboration agreement.
- D. The Developer has in good faith relying on the representations and confirmations of the Land Owners accepted the proposal of the Land Owners and the parties to this agreement are now desirous of recording the detailed stipulations, terms and conditions governing this agreement in writing, as follows:

For Avril Developers LLP

 Authorised Signatory

CITADELIS INFRA PRIVATE LIMITED

 Authorised Signatory

Dreamways Infra Projects Pvt. Ltd.

 Authorised Signatory

INAYA REALTY

 Proprietor

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the recitals contained above shall form part and parcel of this agreement.

2. SUBJECT MATTER:

That the subject matter of this agreement between the Land Owners and the Developer is the said land admeasuring, **40 Kanal 11 Marla** for utilizing the same for construction and development of the same as a proposed DDJAY (Deen Dayal Jan Awas Yojna) project by the Developer.

3. CONSIDERATION

A. That parties to this agreement have agreed to the effect that the approved saleable area of Residential as well as Commercial areas as approved by the government authorities shall be shared in the ratio detailed below:

Area	Owner Name
3500 Sq yard	Avril Developers LLP
3500 Sq yard	Citadelis Infra Pvt. Ltd.
3500 Sq yard	Inaya Realty

Share of the Developer: Entire remaining area.

4. POSSESSION OF THE SAID LAND

A. That the possession of the said land has been transferred/delivered on the spot to the Developer by the Landowners simultaneous at the time of execution of the present agreement, enabling the Developer to carry out its obligations enunciated in the present agreement and to develop a DDJAY (Deen Dayal Jan Awas Yojna) project on the said land. Such delivery of possession does not require any other act on the part of the Landowners or the Developer such as execution of a possession letter etc. and the actual and physical possession of the said land has vested with the Developer simultaneously upon execution of the present agreement. After the execution of this agreement, in the event of any dispute arising with any party relating/ pertaining to title, possession, tenancies, of the said land or any part thereof, the same shall be settled by Landowners at

For Avril Developers LLP

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their own costs and risks and the possession of the said land which vests with the Developers shall not be distributed by the Landowners for any reason.

- B. That it is agreed between the parties, the possession of the said land/ property/ being handed over to the Developer for the purpose of the above-mentioned project shall not be disturbed in any manner and Developer shall not be dispossessed there from in any manner whatsoever. The project shall be deemed to have been completed when the development of the entire project has been completed and Occupation / Completion Certificates are issued by the competent authorities.

5. AUTHORIZATIONS

The Landowners undertakes to sign all such applications, documents, NOC and declarations that may be required by the Developer with respect to the said land and further the Landowners hereby authorize the Developer to submit all such applications and to follow up on its behalf with Director Town and Country Planning Haryana Chandigarh and all other Competent Authorities as the Developer deems fit.

6. LAND FREE OF CHARGES AND LIENS

- A. The Landowners represent and assure the Developer that the said land is in their peaceful and lawful possession. The Landowners have unimpeachable and absolute right, title and interest over the said land free from all claims charges liens, adjustments liabilities, prior mortgages or encumbrances of any kind whatsoever and they shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The Developer has entered into the agreement relying/ acting upon these declarations and representations/ undertakings of the Landowners.
- B. The Land Owners represent that all charges, such as land revenue, taxes, etc. with respect to ownership of the said land and all other dues, such as electricity charges, water charges, etc. relating to the said land have been paid up to the date of this agreement The Land Owners further undertakes to bear and pay all such charges and dues up to the date of execution of the present agreement. The Landowners agree that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the

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date of the present agreement provided the charges pertain to the period prior to the date of the present agreement.

- C. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the Land Owners is lost on account of any defect in the Land Owners title or any litigation started by any one claiming through the Land Owners or any one claiming title paramount to the Land Owners or on account of any other cause or causes whatsoever including outstanding(s), claims) taxes etc. on the Land Owners, the Land Owners shall be liable to pay the damages, losses, costs and expenses sustained by Developer and or intending buyers of whole or part of the built/un-built area, car parking etc. the Land Owners expressly agree to keep the Developer and the intending buyers of whole or part of the built/un-built area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers may sustain or incur by reason of any defect in title of the Land Owners.
- D. That the Land Owners assured and undertakes that if there be any claims, demands, tax, litigation of any nature whatsoever against the Land 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, such claims, outstanding demands, litigations and/or court decrees shall be indemnified by the land owners.

7. LICENSE, APPROVALS, HRERA ETC.

- A. That the Developer undertakes to procure/obtain at its own costs and expenses and with its own resources the requisite licenses, permissions, sanctions and approvals from all competent authorities as well as HRERA for developing of an DDJAY (Deen Dayal Jan Awas Yojna) housing project. The Land 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 Land Owners as may be necessary in the discretion of the Developer for

For And on Behalf of CITADELIS INFRA PRIVATE LIMITED

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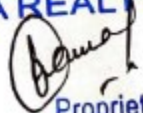
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obtaining the requisites license, permissions, sanctions, approvals from competent authorities as well as HRERA for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining a license, clearances, permissions or sanctions from competent authorities as well as HRERA shall be incurred and paid by the Developer alone.

- B. The Developer undertakes that the building plans for the proposed DDJAY (Deen Dayal Jan Awas Yojna) project shall be in accordance with conformity with the Zonal Plan and the Rules and Byelaws of the Town and Country Planning Department Haryana and/or any other Competent Authority as may be prescribed/ applicable pertaining to the said land as may be in force in the area presently or in future.
- C. That the Developer shall proceed to have suitable design, model, and/ or plans prepared for the proposed DDJAY (Deen Dayal Jan Awas Yojna) project and get them approved/sanctioned from the competent authority(s). the Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the construction on the said land of the proposed DDJAY (Deen Dayal Jan Awas Yojna) project in accordance with applicable zonal plans subsequent to execution of this agreement.
- D. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for obtaining license etc. shall be solely from the account of the Developer.
- E. That thereafter, the costs of construction of the said DDJAY (Deen Dayal Jan Awas Yojna) project 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 obtaining occupation/completion certificate, payment of compounding fee or any other fee, charges, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and encumbrances thereof shall be solely borne by the Developer.
- F. That the Developer shall apply for license for development of DDJAY (Deen Dayal Jan Awas Yojna) project on the said land to the Town and

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Country Planning Department Haryana pursuant to executed collaboration agreement. The Developer shall complete all formalities for obtaining permission for change of land use/license.

- G. That this agreement shall devolve all necessary rights and entitlement on the Developer for building upon the said land a proposed DDJAY (Deen Dayal Jan Awas Yojna) project in accordance with the terms of this agreement.
- H. That the Developer shall be at liberty to put up its sign boards at the premises of the said land and with the legend that the above is a DDJAY (Deen Dayal Jan Awas Yojna) project wherein the public is free to book the areas/spaces in conformity with applicable policies and to have temporary site office in any part of the said land.
- I. That the Land Owners covenant with the Developer that they shall apply and provide all documentary evidence 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 the Land Owners shall on 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 as earlier as possible.
- J. That the Developer shall be entitled to the refund of any amount, fees, security deposit, bank guarantee and other deposits of whatsoever nature deposited by the Developer with Government or any other statutory authorities for seeking various approvals etc. for the said building. The Landowners undertake that within thirty days of the receipt of any such refund referred to hereinabove they shall pass on the same to the Developer and any delay by the landowners in passing on the refund to the Developer in this regard shall entail interest @ 12% per annum.
- K. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
- L. That this agreement is irrevocable and no amendment alteration or modification shall be made to it without prior permission from DTCP, Haryana.

For Avril Developers LLP

Authorised Signatory

CITADELIS INFRA PRIVATE LIMITED

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M. That the Developer will be responsible for the all development works for compiling with the direction of DTCP Haryana.

8. Execution of power of attorney:

The Land Owners have executed irrevocable registered Special Power of Attorney(s) and General power of Attorneys in favor of the Developer/its nominee(s) simultaneously to the execution of the present agreement which include power and absolute unfettered authority to raise construction thereupon, make all the applications to and represent the Land Owners before all statutory, Governmental local and Municipal authorities departments, officers, agencies, electricity and water supply undertakings etc. for grant of requisite exemptions, approvals permissions, NOCs etc. the said power of attorney(s) contains the right to initiate/defend legal cases for the protection of possession of the said land and the buildings to be constructed thereon and absolute rights to transfer/alienate the areas forming part of the project. The said irrevocable Special Power of Attorney(s) and General Power of Attorney(s) being an attorney with consideration shall be irrevocable and landowners shall have no right to cancel them under any circumstances. There is no need for a NOC from the Landowners regarding the abovementioned act and deeds to be performed by the Developer.

However, wherever specifically required by any government agency whether DTCP or RERA or any other authority by whatever name, the landowner shall be obligated to sign all such papers as may be necessary and expedient towards the furtherance of the cause of this agreement for the benefit of the parties and the project. Such action shall not be withheld for more than a week.

9. DISPUTES/CLAIMS ON THE TITLE OF THE LAND OWNERS

A. The Land Owners hereby agree that in the event any claim is made by a person claiming title through or in trust for the Land Owners or their predecessors-in title except government and any of their authorities, before any court of law and on any ground whatsoever, it shall be the sole responsibility of the Land Owners to settle and satisfy the claims and likewise, if any document is found to exists which is inconsistent with the representations made by the Land Owners or which is likely to cause any defect in the title of the landowners, it shall be the responsibility of the land owner to cure such defects at their own costs.

Dreamways Infra Projects Pvt. Ltd.

For Avril Developers LLP CITADELIS INFRA PRIVATE LIMITED

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Proprietor

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10. BUILT UP AREA AND RIGHT TO SELL/MARKETING/TRANSFER

- A. That the Land Owners are aware of the fact that the DDJAY (Deen Dayal Jan Awas Yojna) project over the said land shall be set up in accordance with the DDJAY (Deen Dayal Jan Awas Yojna) policy. The Land Owners are further aware that a comprehensive project report is required to be submitted by the Developer for the purpose of obtaining requisite license/permission for establishment of the DDJAY (Deen Dayal Jan Awas Yojna) project over the said land. The Land Owners specially agreed that the Developer shall be entitled to get the project report prepared for this purpose.
- B. That the advertisement would be required to be published in newspapers for the purpose of sale of plots in the project. The Developer shall be competent and entitled to get the advertisement published to comply with the policy. The Developer shall also be entitled to deal and interact with the concerned Government officials to finalize the date of BBA registration of sale of plots in the DDJAY (Deen Dayal Jan Awas Yojna) project.
- C. That all office establishment expenses as may be required to be incurred by the Developer for maintenance of records, printing of documents, keeping records of transfers, publications of advertisements and other aspects of the project shall also be deducted from the sale considerations received by sale of apartments and shall be to the account of the developer alone.
- D. That land owner is aware that the Developer shall be free to market, book and sell the Plots as per the policy of DDJAY (Deen Dayal Jan Awas Yojna) project.
- E. That the land owner undertakes to execute all documents/agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered area of the project building at the cost and expenses of the said allottees.
- F. That notwithstanding the execution and registration of the attorney, if so required under the law or by the developer under the circumstances, the Land Owners shall also execute and register the sale deeds(s) or such other documents(s) or instruments) in favour of the intending purchaser(s) of unit(s) space(s) car parking etc. floor spaces) etc. agreed to be sold to

For April 2024, 100% Payers LLP

CITADELIS INFRA PRIVATE LIMITED

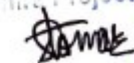
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different intending purchaser(s) at the costs and expenses of the said intending purchasers) and shall give the said intending purchasers) title and interest as may be permissible by present or future laws or the terms and conditions of this agreement.

11. Force majeure conditions

If the performance of this agreement by the Developer is prevented in whole or in part, by causes beyond its measurable control, the causes being (i) Acts of God (ii) Strike or Lockout, Riots, Insurrection, War (undeclared or declared), Embargoes or Blockages (iv) Floods, Explosions, Fire or Earthquakes (v) Industrial Disturbances (vi) Inevitable Accidents (vii) change in Governmental Policies, restrictions on construction of GRAP, other environmental restrictions, etc (viii) Restraint from Courts (ix) High Finance costs (more than 18%) (x) Pandemic/Epidemic whether on a local level or otherwise (xi) governmental orders; the performance of this agreement shall be excused in entirety with no costs or penalties as may be prescribed to either side. No notice of Force majeure Conditions shall be required to be given under the present agreement.

12. THE DEVELOPER SHALL ALSO:

- A. Endeavour at all times that time will be essence of this agreement and the Developer undertakes that the Developer shall complete the entire project (within the prescribed time of the license) within 6 years or with such extension as the government may from time-to-time grant to the developer.
- B. Endeavour to overcome consequences of force majeure event and perform its obligations as far as practicable and;
- C. Inform the Landowners as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event except as provided in this agreement.

13. UNDERTAKING OF THE LAND OWNER:

- A. The Landowners have assured the Developer that all the stipulations, obligations, terms and conditions in this agreement shall be faithfully and fully performed complied with and Landowners further agrees and undertakes:
 - i. That at the time of execution of the present agreement the possession of the said land has been delivered to the Developer on the spot and the

For Avril Developers LLP

Authorised Signatory

CITADELIS INFRAPRIVATE LIMITED

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Proprietor

11
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Developer shall be entitled to use and utilize the said land to develop the proposed DDJAY (Deen Dayal Jan Awas Yojna) project.

- ii. To accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer on prior intimation and to sign/execute all the documents, letters and papers as and when demanded by the Developer, including but not limited to obtaining refunds of the moneys/ bank guarantees given to the government of Haryana/ competent authorities.
- iii. Not to cause any hindrances/obstructions or omit/neglect to do any act, deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates release of bank guarantees and refunds etc.
- iv. Not to do and/or cause to be done any act of commission or omission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the construction works on the said land and/or conveyance/transfer of the said land in terms of this agreement.
- v. To render full assistance and cooperation to the Developer in completion of the construction works and all its other obligations under this agreement.
- vi. To faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this agreement.
- vii. To abide by the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983 RERA ACT or HAREDA Act 1975 if made applicable to building(s) on the said land and any other law that may become applicable in future with respect to the said and or the building on the said land.
- viii. To abide by the building plans, design, approval of which has been taken from the concerned Government authority of the construction works as may be finalized by the Developer and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.

For And Developers LLP CITADELIS INFRASTRUCTURE LIMITED

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- ix. That during the subsistence of this agreement land owners shall not sell, partition, gift, mortgage, pledge or encumber in any manner deal with the said land with any other or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party right or interest on the said land in any manner, whatsoever without prior permission of the Developer. That the Land Owners shall abide by and shall be bound by the terms and conditions this agreement.

14. UNDERTAKINGS OF THE DEVELOPER

A. The Developer has assured the Land Owners that all the stipulations, obligations terms and conditions in this agreement would be faithfully and fully performed complied with and the Developer further agrees and undertakes:

- i. To make applications, declarations etc. in the prescribed forms and to process and obtain necessary sanctions, permission and approvals, as may be required from the local/state Government and other authorities under the relevant laws for development of the said land.
- ii. That it shall be its own manpower/contractors and materials and at its own costs carry out and complete the development/construction works on the said land in accordance with sanctioned plans.
- iii. All costs pertaining to the licenses, permissions, fee of any nature or charges by whatsoever name called shall solely be borne by the developer and no such liability shall be upon the landowner.
- iv. All expenses incurred for the marketing, construction etc. of the project shall be also to the account of the developer.
- v. All claims pertaining to the labour or arising out of the construction of any kind or any manner shall always be the liability of the Developer and not of the Land Owners.
- vi. 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 lack of resulting

in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction and/or thereafter shall be settled and clear by the DEVELOPER and no liability on this account shall fall on the LAND OWNERS.

- vii. To engage, at its own costs and expense, services of architects, engineers, contractors and other employees as it may deem fit and necessary.
- viii. To be responsible for compliance of all laws, rules, regulations and notifications regarding the said project during the course of construction works which are being carried out on the said land in terms of this agreement and as per sanctioned plans.
- ix. To abide by all the laws of the land and any local enactments including HARYANA URBAN DEVELOPMENT LAWS, such as Haryana Apartment Ownership Act, 1983, Real Estate (Regulation and Development) Act, 2016 (the RERA Act) etc. if made applicable to the building and any other law which may become applicable in future.
- x. 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 DDJAY-APHP 2016, i.e., Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy 2016. The developer shall be solely responsible for all approvals under the RERA Act and the HRERA rules framed thereunder in respect of the project regulations over the said land.
- xi. The landowners shall in no circumstance be held responsible for any compliance or violation of the provisions as contained in the RERA Act and the HRERA rules framed thereunder.
- xii. It is made clear that any proceedings instituted by any part(ies) against the Landowners with respect to the same shall be defended at the cost of the Developer and the Developer shall assume full responsibility in the said proceedings as well. It is clarified that in the event the Land Owners are confronted with a claim of any nature, on account of such breach of the RERA Act or HRERA Rules or any other law in force, the

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Developer shall forthwith make good the loss to the Land Owners such sums so as to enable the Land Owners to meet the said claim including legal fees that the Land Owners may incur in defending the said claim.

15. MISCELLANEOUS

- A. The Developer shall have the right to carry out due diligence on the title of the said land at any time before commencement if the development/ construction on the said land.
- B. After the execution of this agreement, the Land Owners shall not do anything on the said land, which could materially affect the title and for other rights appurtenant thereto including the right of easement.
- C. The Developer/ Second party follow all terms and conditions of the licence and also follow all provisions & rules under The Haryana Development and Regulation of Urban Areas Acts 1975 & and The Haryana Development and Regulation of Urban Areas Rules 1976 and obtain the completion certificate.
- D. That this collaboration agreement is irrevocable.
- E. The Developer shall have right to integrate additional land with the said land of the land owners, either with any land already owned by it or with any land acquired by its either through outright purchase or on collaboration on such terms as it may deem fit and the Land Owners agrees not to raise any objections or interfere in this.
- F. The Developer shall have the absolute right to get the substance of this agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owners in respect of the said land and/or development/construction works thereon.
- G. The parties to this agreement shall respectively bear and pay their own Income tax and all other taxes in respect of the realization(share) received by each of them in pursuance of this agreement.

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- H. That this agreement contains the whole agreement between the parties with respect to the subject matter therein and replaces all the previous written or oral agreements relating to the subject matter therein. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.
- I. 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 the parties and their successors, administrators, liquidators and assigns.
- J. 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 and shall be only discharged by a written document at the time of grant of occupation certificate.
- K. 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 reasonable 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.
- L. If any provisions of this agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change.
- M. That in law or otherwise, the remainder of this agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- N. Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not

preclude the simultaneous or later exercise by such party of fall or of all such other rights, powers or remedies.

O. This agreement shall not be construed or understood to be a partnership agency, contracting/sub-contracting or any other legal relationship between the Land Owners and Developer, save and except what is specifically provided for under the terms of this agreement.

P. That if circumstances arises or the parties decide to change the nature of the development from DDJAY (Deen Dayal Jan Awas Yojna) to group housing in that scenario second party i.e., Developer will have full right to reduce the same in writing as an addendum to this agreement.

16. INDEMNIFICATIONS

i. The Land Owners hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions suits and or proceedings that may be made or taken against the Developer and against all the losses damages, costs and expenses that may be suffered by the Developer on account of the following:

- a. Any of the representations, statements and assurances made by the Land Owners is bound to be false, fraudulent or misleading.
- b. Any defect in the tie of the said land.
- c. Possession of the said land getting disturbed by the Land Owners themselves or by anybody claiming under them.

ii. The Developer also hereby agrees to indemnify the Land Owners and keep the Land Owners indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the landowners and against all the losses damages, costs and expenses which the Land Owners may suffer on account of the following:

- a. Any of the representations, statements and assurances made by the Developer are bound to be false, fraudulent or misleading.
- b. Non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said land or any act of commission or omission resulting in violation of the laws applicable to the construction and development.

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- c. Breach of any terms and conditions mentioned in this agreement.

17. REGISTRATION AND ADDITIONAL CLEARANCES

- i. In the event this agreement is required by law to be registered, then both parties to this agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer,
- ii. Non-registration of this agreement shall not absolve the respective obligations to be fulfilled by the Land Owners and the Developer under this agreement.

18. DISPUTE RESOLUTION

In the event of any dispute or difference arising between the parties hereto, relating to or concerned with this agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this agreement or after the termination thereof, the parties shall mutually try to resolve such disputes and differences amicably or under the conciliation provisions of the Arbitration and Conciliation Act 1996. However, in this event with disputes/difference cannot be amicably resolved the same shall be referred to arbitration under the Act to the sole arbitrator appointed mutually. The seat of arbitration shall be Gurugram. The courts at Gurugram and the Hon'ble Punjab and Haryana High Court at Chandigarh shall have the jurisdiction on all matters relating and incidental thereto.

19. NOTICES

All notices and other communications under this agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered post at the notified addresses of the addressee the current address mentioned in the opening pages of this agreement). Any such notice or communication shall be deemed to have been duly given and served upon actual delivery and confirmed receipt in a case of hand delivery.

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Authorised Signatory

INAYA REALTY

Proprietor

Dreamscape Projects Pvt. Ltd.

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20. COMPLETE UNDERSTANDING

This agreement represents the entire understanding between the parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement (express or implied) between the parties in relation to all such matters.

WITNESSES :

1. *Subhash Chand S/O Dharm Pal*

WITNESS

SUBHASH CHAND S/O DHARMPAL
Vill. Rahaka, Teh. Sohna, Gurugram

2. *Sunny Kumar*
Sunny Kumar S/O Sharmy
R/o Kaluotrala, Punjab.

For Avril Developers LLP

Authorized Signatory

First Party/Land Owners

M/s. Avril Developers LLP through its

Auth. Signatory Mr. Ravi Yadav
CITADELIS INFRA PRIVATE LIMITED

M/s. Citadelis Infra Pvt. Ltd. through its

Auth. Signatory Mr. Abhishek Kundu
INAYA REALTY

Proprietor

M/s. Inaya Realty through its

Proprietor Mr. Kamal Ambawta

Second Party/Developer

M/s. Dreamways Infra Projects Pvt. Ltd.

through its Auth. Representative

Mr. Siddharth Singh
Dreamways Infra Projects Pvt. Ltd.

Siddharth Singh
Autho.

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Reg. No.

Reg. Year

Book No.

14580

2024-2025

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पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru RAVI YADAVOTHER AVRIL DEVELOPERS LLP ETC

दावेदार :- thru SIDDHARTH SINGHOTHERDREAMWAYS INFRA PROJECTS PVT LTD

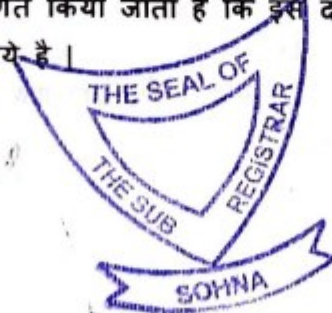
गवाह 1 :- SUBHASH CHAND PANCH

गवाह 2 :- SUNNY KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14580 आज दिनांक 24-01-2025 को बही नं 1 जिल्द नं 25 के पृष्ठ नं 3 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 755 के पृष्ठ संख्या 54 से 56 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 24-01-2025



उप/संयुक्त पंजीयन अधिकारी सोहना

SUB REGISTRAR
SOHNA