

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 31/08/2024

Certificate No. G0312024H76



GRN No. 120753071



Stamp Duty Paid : ₹ 13948000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ramprastha sare Landholding company Two private limited
H.No/Floor : 6 Sector/Ward : 383c LandMark : Bank street munirka
City/Village : New delhi District : New delhi State : Delhi
Phone: 99*****94



Buyer / Second Party Detail

Name : Sare Gurugram Private limited
H.No/Floor : 904 Sector/Ward : 28 LandMark : Time tower m g road
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 99*****94

Purpose : SUPPLEMENTARY COLLABORATION AGREEMENT



The authenticity of this document can be verified by scanning this QR Code Through smart phone or the website harsaru.nic.in

SUPPLEMENTARY COLLABORATION AGREEMENT

This Supplementary Collaboration Agreement (this "**Agreement**") is made and executed at Sub-Tehsil Harsaru District Gurugram on this 31st day of September 2024,

BY AND BETWEEN

RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, having its registered office at 6, 383C, Bank Street, Munirka, South Delhi, New Delhi – 110067 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana - 122002 (hereinafter referred to as the "**Landowner**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns), of the FIRST PART;

AND

SARE GURUGRAM PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 5th Floor, Wing A, Statesman House, 148 Barakhamba Road, Connaught Place, New Delhi – 110 001 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the SECOND PART.

Page 1

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director

प्रलेख न:7182

दिनांक:03-09-2024

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर हुड्डा के सैक्टर

धन संबंधी विवरण

राशि 697398464 रुपये

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प नं : g0312024h76

स्टाम्प की राशि 13948000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:120754063

पेस्टिंग शुल्क 3 रुपये

Drafted By: SELF

Service Charge:200

यह प्रलेख आज दिनांक 03-09-2024 दिन मंगलवार समय 1:46:00 PM बजे श्री/श्रीमती /कुमारी
RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED thru JANARDHANAN POTHER
निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया



[Signature]

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

हस्ताक्षर प्रस्तुतकर्ता

RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SARE GURUGRAM PVT LTD thru MADHU SUDANA RAO

KALAGARLAOTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

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

निवासी ADV 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)

The Landowner and the Developer are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Landowner represents and warrants that it is the absolute legal and beneficial owner of all that land situated in Village Wazirpur and Mevka, Tehsil & District Gurgaon, Haryana (the "Land"), as more particularly described in Schedule I attached hereto. The Landowner further represents that the Land is free from all encumbrances, liens, mortgages, charges, claims, or any other impediments, and that it has full and unfettered rights to grant development rights over the Land.
- B. The Landowner have irrevocably granted and assigned to the Developer all rights necessary for the development of the Land, including but not limited to, the right to design, develop, construct, market, sell, lease, mortgage, or otherwise dispose of the structures to be erected on the Land at the Developer's sole and absolute discretion. These rights shall also include the right to transfer ownership of the buildings and structures, the right to grant easements and unrestricted access over the Land, and all associated rights and benefits, including those derived from any approvals, sanctions, or permits (collectively, **"Development, Sales, and Marketing Rights" or "DSMRs"**). The Developer shall have the right to receive the entire consideration from the sale or lease of the developed property in its own name and to retain peaceful possession of the Land for the duration of the development. This grant is made in furtherance of the Parties' ongoing development efforts and is intended to formalize and secure the Developer's rights in alignment with the prior intentions and agreements between the Parties, thereby ensuring that all actions taken under this grant are clear, legally binding, and enforceable.
- C. The Developer is engaged in the business of developing residential, commercial, and infrastructure projects and has represented that it possesses the necessary skills, expertise, and financial capability to undertake and complete the development of the Land in accordance with the terms of this Agreement.
- D. The Landowner has agreed to appoint the Developer as the exclusive developer for the purpose of developing the Land as a Group Housing Colony, and the Developer has agreed to accept such appointment on the terms and conditions set forth herein.
- E. This Agreement shall supersede all prior agreements and shall serve as the legally binding and enforceable document governing the rights, duties, and liabilities of the Parties concerning the development of Land. The Landowner expressly ratifies and confirms all actions taken by the Developer under the terms of the prior agreement, including, without limitation, the sale, lease, or mortgage of any units or structures developed on the Land. All such actions shall be deemed valid, binding, and enforceable under this Agreement.

For Ramprastha Sare Landholding Company Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director Page 2

Reg. No.

Reg. Year

Book No.

7182

2024-2025

1



पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru JANARDHANAN POTHER RAMPRASTHA SARE LANDHOLDING COMPANY TWO PRIVATE LIMITED

दावेदार :- thru MADHU SUDANA RAO KALAGARLAOTHERSARE GURUGRAM PVT LTD

गवाह 1 :- DEEPAK

गवाह 2 :- SHIV KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7182 आज दिनांक 03-09-2024 को बही नं 1 जिल्द नं 85 के पृष्ठ नं 125.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1898 के पृष्ठ संख्या 92 से 96 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 03-09-2024

उप/संयुक्त पंजीयन अधिकारी हरसरु

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement all terms capitalized used shall have the meaning as defined in the Agreement, unless repugnant or contrary to the context hereof. When not capitalized, such words shall be attributed their ordinary meaning.

1.1.1 **"Agreement"** means this Collaboration Agreement.

1.1.2 **"Approval(s)"** means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates to be obtained in (including, for the avoidance of doubt, the sanctioned plan and all approvals required in connection with or pursuant to the development of Group Housing Colony) for the commencement of the development and construction on the Land including without limitation environmental clearances, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental Authorities whether State or Central required for purposes of commencing construction and development activity.

1.1.3 **"DTCP"** means the Director, Town and Country Planning, Haryana.

1.1.4 **"Group Housing Colony"** shall mean development of the Land as a group housing colony.

1.1.5 **"Confidential Information"** means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

1.1.1 **"Developer's Team"** means the architect, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the developing Group Housing Colony in the discretion of the Developer.

1.1.2 **"Encumbrances"** includes any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Land.

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director

DDO Code: 0370		E - CHALLAN Government of Haryana		Candidate Copy
Valid Upto:	06-09-2024 (Cash)	*0120754063*		
	31-08-2024 (Chq./DD)			
GRN No.:	0120754063	Date:	30 Aug 2024 12:23:09	
Office Name:	0370-NIAB TEHSILDAR HARSURU			
Treasury:	Gurgaon			
Period:	(2024-25) One Time			
Head of Account		Amount ₹		
0030-03-104-99-51 Fees for Registration		50000		
0030-03-104-97-51 Pasting Fees		10		
PD AcNo	0			
Deduction Amount:	₹	0		
Total/Net Amount:	₹	50010		
₹ Fifty Thousands Ten Rupees				
Tenderer's Detail				
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-				
PAN No:				
Tenderer's Name: RAMPRASTHA SARE LANDHOLDING				
Address: New Delhi -				
Particulars: RF and PF of Supplementary Agreement				
Cheque-DD- Detail:				
Depositor's Signature				
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	20807183206			
Payment Date:	30/08/2024			
Bank:	Punjab National Bank Aggregator			
Status:	Success			

DDO Code: 0370		E - CHALLAN Government of Haryana		AG/ Dept Copy
Valid Upto:	06-09-2024 (Cash)	*0120754063*		
	31-08-2024 (Chq./DD)			
GRN No.:	0120754063	Date:	30 Aug 2024 12:23:09	
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0030-03-104-99-51 Fees for Registration		50000		
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PD AcNo	0			
Deduction Amount:	₹	0		
Total/Net Amount:	₹	50010		
₹ Fifty Thousands Ten only				
Tenderer's Detail				
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-				
PAN No:				
Tenderer's Name: RAMPRASTHA SARE LANDHOLDING				
Address: New Delhi -				
Particulars: RF and PF of Supplementary Agreement				
Cheque-DD- Detail:				
Depositor's Signature				
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	20807183206			
Payment Date:	30/08/2024			
Bank:	Punjab National Bank Aggregator			
Status:	Success			



* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

- 1.1.3 "Hazardous Material" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined, determined or identified as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Law, or which is toxic, explosive, corrosive, ignitable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or is harmful to human health or the environment, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product, or asbestos or asbestos-containing materials.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- 1.2.1 reference to the singular includes a reference to the plural and vice versa;
- 1.2.2 reference to any gender includes a reference to all other genders;
- 1.2.3 reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4 reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5 reference to any Article, Clause, Section, Schedule, Annexure or Appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this Agreement.
- 1.2.6 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.2.7 Any word or phrase defined in the body of this Agreement as opposed to being defined in Article 1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.2.8 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.2.9 The use of the word "including" followed by a specific example(s) in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.2.10 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.2.11 The Schedules, Annexures, Appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorized Signatory/Director



- 1.2.12 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

ARTICLE 2 GRANT OF DEVELOPMENT RIGHTS

- 2.1 In consideration of the Development Consideration that was previously agreed and has been set off against the outstanding liability of the Landowner towards the Developer under the Development Rights Agreement dated 14th May, 2013, and for the purposes of this Agreement, the Landowner hereby irrevocably grants and assigns any and all Development, Sales, and Marketing Rights with respect to the Land exclusively and irrevocably in favor of the Developer, without any further action required by either Party. This grant is made to facilitate the continued development of the Land for the construction of a Group Housing Colony. The Developer is confirmed to have actual, physical, and vacant possession of the Land, and the Land Owner undertakes and covenants not to cause any hindrance or obstruction to the development or construction activities carried out by the Developer, nor to impede the Developer's continued possession of the Land in accordance with this Article 2.1.
- 2.2 The Land Owner further irrevocably and exclusively authorizes the Developer, along with its agents, servants, associates, and any persons claiming through or under them, to enter upon the Land for the purpose of developing the Group Housing Colony in accordance with this Agreement. This authorization is granted in continuation of the prior arrangements and agreements between the Parties and is intended to formalize the Developer's ongoing rights to access and develop the Land. The Land Owner confirms that no further consent or action shall be required to effectuate this authorization, and that all necessary permissions and approvals have been or will be obtained to facilitate the uninterrupted development of the Land by the Developer.
- 2.3 The Land Owner hereby irrevocably agrees not to disturb, interfere with, or interrupt the construction and development activities carried out by the Developer for the purposes of the Group Housing Colony. The Land Owner further covenants not to commit any act or omission that may result in the stoppage, hindrance, or delay of the construction activities to be undertaken by the Developer. This commitment is made in recognition of the Developer's rights and responsibilities as established under this Agreement and in furtherance of the Parties' shared objective to ensure the smooth and uninterrupted completion of the development project.

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director



2.4 Notwithstanding anything contained to the contrary:

- (a) The Developer shall have the absolute right and entitlement to dispose of any developed area on the Land in such a manner as it deems fit, without requiring any further consent or approval from the Landowner. This right is granted in full recognition of the Developer's role and responsibilities under this Agreement.
- (b) The Developer's possession of the Land, as well as the presence and lawful activities of any member of the Developer's team thereon, shall remain undisturbed and uninterrupted by the Landowner, whether directly or indirectly, under any circumstances. The Landowner further agrees to support the Developer in maintaining peaceful possession and control over the Land during the course of development.
- (c) The Developer shall have the unrestricted freedom to modify or alter the nature of the development and construction on the Land without requiring the consent of the Landowner, provided that such modifications or alterations are in full compliance with all applicable laws and regulations. This flexibility is granted to enable the Developer to effectively adapt to evolving market conditions, regulatory requirements, and other relevant factors while ensuring the timely and successful fulfillment of its obligations under this Agreement.
- (d) The Developer shall be responsible for full compliance with all terms and conditions of license, as well as the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and the Haryana Urban Development (Licensing and Control) Rules, 1976. This obligation shall persist until the final completion certificate for the group housing colony or until such time as the Developer is formally relieved of all the responsibilities by the DTCP, Haryana, whichever is earlier.

- 2.5 It is hereby agreed between the Parties that for construction and development of the Group Housing Colony, the Developer shall have the right to procure construction financing from the third party lender/financial institution/banks. The Developer shall be at liberty to create a lien, charge, mortgage or interest in the Land (or any portion thereof) in favour of third-party lender/financial institution/banks, for availing such construction financing. The Landowner hereby agrees and undertakes to execute any such document that may be required, either by the Developer or third-party lender/financial institution/banks. Such documents shall without limitation include signatures, indemnities, undertakings, representations, or similar instruments and documentation etc.

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director



ARTICLE 3
CONSIDERATION AND OTHER PAYMENT COVENANTS

- 3.1 In consideration for the grant of Development, Sales, and Marketing Rights ("DSMRs") by the Landowner to the Developer under this Agreement, the Parties acknowledge that a sum of INR 69,73,98,463/- (Rupees Sixty Nine Crores, Seventy Three Lacs, Ninety Eight Thousand, Four Hundred, Sixty Three Only) ("Development Consideration") was previously agreed and has been set off against the outstanding liability of the Landowner towards the Developer under the Development Rights Agreement dated 14th May, 2013.
- 3.2 This Agreement formalizes that set-off, with the Landowner and the Developer mutually agreeing that the Development Consideration has been fully applied against the said outstanding liability.
- 3.3 The Landowner hereby irrevocably acknowledges and agrees that the set-off has been completed to its satisfaction and confirms that there are no further claims or demands against the Developer concerning the Development Consideration. The Developer is thus fully discharged from any and all obligations related to the payment of the Development Consideration under this Agreement.

ARTICLE 4
COSTS AND EXPENSES

- 4.1 All expenses and costs in relation to stamp duty and the cost incurred for the purpose of entering into this Agreement shall be borne by the Developer.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 The Landowner hereby make the following covenants, representations and warranties to the Developer:
- (a) The Landowner have clear and marketable title to the Land as a whole and have good title, right, full power and absolute authority and capacity under law to enter into this Agreement;
- (b) The Land is not covered/affected by any reservation or any government order adversely affecting the Land;
- (c) The Landowner is the absolute owner of the Land with unrestricted rights of alienation of the same, and that other than the Landowner, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Land and it is absolutely entitled to deal with the land as it may deem fit without any legal impediment(s) or any other impediment(s) or disability(ies) of whatsoever nature including without requirement of any approval or no- objection under Section 281 of the Income Tax Act 1961;

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director



(d) The Landowner have the power to enter into and perform this Agreement and upon execution; this agreement would constitute legal, valid and binding obligations of the Landowner.

(e) The Landowner have not entered into any agreement(s) for sale or alienation in any manner whatsoever or any other arrangement(s) for development or otherwise of the Land with any other Person(s) other than the Developer, nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Land in any manner howsoever.

(f) The Landowner have been regularly paying all taxes including property tax, cesses, registration dues and other outgoings with respect to the Land to the concerned authority(ies);

(g) The entry into and performance of this Agreement would not conflict with any applicable law as of the date hereof or any agreement or document to which the Landowner is a party and would not be against any court order, judgment or decree, applicable to them;

(h) The Landowner shall not mortgage or create any charge on the Land or any portion thereof under any circumstances;

(i) The Landowner has not received any notice of violation of any law or municipal ordinance, order or requirement having jurisdiction or affecting the land;

(j) The Landowner are solvent and, in a position, to meet its liabilities under this Agreement;

(k) The Landowner have free and unhindered access to and from the Land and there is no pending litigation and the Landowner have not received any notices in this respect, including without limitation insolvency, attachment or other forms of distress with respect to the Land or against the Landowners which may adversely affect the rights of the Developer contained in this Agreement;

(l) The Land has separate exclusive access thereto;

(m) There are no tenants or occupants, authorized or unauthorized, on the Land and no other person has any claim in respect of the same;

(n) To the best of the Landowners' knowledge, (A) no prior owner or any user or tenant or operator of the Land, has generated, stored, treated, disposed of, used, caused to be used, or permitted the use of Hazardous Materials in, on or about the Land other than in compliance with applicable environmental laws; and (B) no Hazardous Materials are currently, or have ever been, located at, on, in, under or about the Land. The Landowners have not generated, stored, treated, disposed of, used, caused to be used, or permitted the use of Hazardous Materials other than in compliance with all applicable environmental laws.

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director



ARTICLE 6
OBLIGATIONS OF THE LANDOWNERS

6.1 The Landowner shall have following obligations under this Agreement:

- (a). The Land Owner shall not do or have any right to do any act or deed which tends to have the effect of interrupting the progress or completion of the development of the Group Housing Colony.
- (b). The Landowner shall not enter into any agreement, memorandum of understanding or arrangement with any person concerning the Land or alienate or in any manner encumber the Land.
- (c). The Landowners shall execute a general power of attorney in favour of the Developer to do execute and perform all or any of the acts, deeds, matters and things as mentioned therein in connection with this Agreement.
- (d). Without prejudice to the authority vested in the Developer, the Landowners shall, if required, execute such documents and do such further acts as may be necessary.
 - (i) for effectively conveying the Land so as to render the Developer the absolute owner thereof;
 - (ii) to enable the Developer to raise loans and obtain other facilities; and
 - (iii) for the development of the Group Housing Colony or other development as the Developer may deem fit.
- (e). All taxes, duties, betterment charges and other levies of whatsoever nature, up to the date of handing over the possession of the Land to the Developer including any fees and expenses thereto shall be borne by the Landowner and the Developer shall not be responsible for the same.
- (f). The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Group Housing Colony in any manner whatsoever.

ARTICLE 7
INDEMNITY

7.1 The Landowner shall, in the event of its default hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), suits, obligations, debts, fines, fees, penalties, demands, charges, judgments, awards, amounts paid in settlement, losses, expenses action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of:

- (a) any delay caused at the instance of or attributable to the Landowner; and/or
- (b) any failure on the part of the Landowner to discharge its liabilities and/or obligations under this Agreement; and/or

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

Director/Authorised Signatory

For SARE GURUGRAM PRIVATE LIMITED

Authorised Signatory/Director

Page 9



(c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties and in particular arising out of a breach of the obligations to the purchasers/tenants and/or lessees.

- 7.2 Without prejudice to the Developer's rights under Article 7.1, in particular the Landowner, shall, keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer, the Landowner or any other person on account of any defect in or want of title in relation to the land or any part thereof on the part of the Landowner or any defect in the contiguity of the Land.

ARTICLE 8 NOTICES

- 8.1 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within 5 (five) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 8.2 Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

ARTICLE 9 CONFIDENTIALITY

- 9.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the Parties. The Parties shall hold in strictest confidence and shall not use or disclose to any third party and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:
- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered confidentiality obligations similar to those set forth herein; or
 - (b) is disclosed with the consent of the Party who supplied the information; or
 - (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
 - (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

For Ramprastha Sare Landholding Company Two Pvt. Ltd.

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For SARE GURUGRAM PRIVATE LIMITED

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- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

ARTICLE 10 GOVERNING LAW

- 10.1 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. Subject to Article 11, the courts at Gurgaon shall have the jurisdiction to preside over disputes arising out of this Agreement.

ARTICLE 11 DISPUTE RESOLUTION

- 11.1 In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement, such dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of three arbitrators ("Arbitration Tribunal"), one to be appointed by Landowner and the other to be appointed by the Developer and the third to be appointed by the two arbitrators so appointed, the arbitration shall be held at Delhi, India in the following manner:

- (a) All proceedings in any such arbitration shall be conducted in English.
- (b) The arbitration award made by the Arbitration Tribunal shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
- (c) The award shall be in writing.

ARTICLE 12 MISCELLANEOUS

- 12.1 No Partnership: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

- 12.2 Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

- 12.3 Counterparts: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

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12.4 Variation: No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.

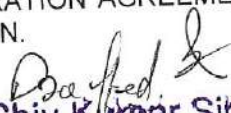
12.5 Assignment: No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto (other than to an Affiliate of a Party).

12.6 Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

12.7 Severability: If any provision of this Agreement is Invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

12.8 Specific Performance: This Agreement shall be Irrevocable. This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS SUPPLEMENTARY COLLABORATION AGREEMENT ON THIS DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.


Shiv Kumar Singh
Advocate
Distt. Court, Gurugram
3-9-24

For & on behalf of
RAMPRASTHA SARE LANDHOLDING
COMPANY TWO PRIVATE LIMITED

For Ramprastha Sare Landholding Company Two Pvt. Ltd.


Director/Authorised Signatory

Authorized Signatory
Name:
Title: Authorized Signatories

WITNESSES:

1.


Deepak Kumar
Advocate
Distt. Court, Gurugram

2.


Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

For & on behalf of
SARE GURUGRAM PRIVATE LIMITED
For SARE GURUGRAM PRIVATE LIMITED


Authorised Signatory/Director

Authorized Signatory
Name:
Title: Authorized Signatories



SCHEDULE - I

SR NO	Vasika Number	Mutation Number	KANAL	Marla	Land Particulars
1	3981	2864	46	12	Khewat No-156/217, Rect No- 91, Killa No- 16(8--0), 17 /1(3-8), Kita -2 Area 11 Kanai 8 Marla Saalam & Khewat No- 159/220, Rect No - 91, Killa No-21/2 (I- 5), 22(5-16), 23(7-17), 24(8-0), 25(7-16), Rect No- 92, Killa No- 3(0-18), 4(3-12), Kita- 7 Area 35 Kanai 4 Marla Saalam Total Area 46 Kanai 12 Marla situated in Village Wazirpur Tehsil & District Gurgaon
		1697	1	7	Khewat No- 162/173 Rect No- 2, Killa No- 14(3-4), 17(8-0), 18(3-16), 22(4-5), 23(7-18), Kita- 5 Area 27 Kanai 3 Marla Share is to the 1/20 which become 1 Kanai 7 Marla situated in Village Mavka Tehsil & District Gurgaon
2	3961	1695	7	10	Khewat/ khata No- 162/173, Rect No- 2, Killa No - 14 (3-4), 17(8-0), 18(3-16), 22(4-5), 23(7-18), Kita- 5 Area 27 Kanai 3 Marla share is to the 1/10 which become 2 Kanai 14 Marla & Khewat No -186/199, Rect No- 8, Killa No- 3/2 (5-12), Kita -1 Area 5 Kanai 12 Marla Share is to the 6/7 which become 4 Kanai 16 Marla situated in Village Mavka Tehsil & District Gurgaon, total 7 Kanai 10 Marla

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3	3955'	2863	24	0	Khewat/Khata No-154/215, Rect No-79, Killa No- 25/1(6-0), 25/2 (2-0), Rect No- 80 Killa No. 21(8-0), Kita- 3 Area 16 Kanai O Marla Saalam & Khewat/Khata No-161/222, Rect No-90, Killa No- 1/2/2 (3-8), 1/2/1[0-12], Kita- 2 Area 4 Kanai O Marla Saalam & Khewat/Khata No- 166/227 Rect No- 90 Killa No -1/1/1(2-8), 1/1/2(1-12), Kita- 2 Area 4 kanal O maria Saalam Total area of all Khewat is 24 Kanai O Marla situated in Village-Wazirpur Tehsil & District Gurgaon
4	3995	2865	1	1	Khewat/ Khata No- 139/200, Rect No - 91, Killa No - 3/3min south (0-5), 8/1 (0-12), 9/2 (0-9), 13(8-0), 14 (8-0), 17/2 (3-19), 12/2 (8-0), 12-1 (1-8), 19 (8-0), 20 (3-14), 21/1 (0-8), Kita-11 Area 42 Kanal 15 Marla share is to the 22/891 which become 1 Kanal 1 Marla is situated in Village Wazirpur Tehsil & District Gurgaon
		1699	0	16	Khewat/ Khata No- 186/199, Rect No-8 Killa No- 3/2 (5-12), Kita-1 Area 5 kanal 12 Marla Share is to the 1/7 which become O Kanai 16 Marla situated in Village Mevka Tehsil & District Gurgaon
5	3998	1700	15	19	Khewat/ Khata No- 162/173, Rect No-2, Killa No- 14 (3-4), 17 (8-0), 18 (3-16), 22 (4-5), 23 (7-18), Kita - 5 Area 27 Kanai 3 Marla Share is to the 47/80 which become 15 Kanai 19 Marla situated in Village Mevka Tehsil & District Gurgaon
6	3941	2866	38	8	Khewat /Khata No- 152/213, Rect. No. 90, Kila No. 9/1 (5-8), 9/2 (2-12), 10 (8-0), 11 (8-0), 12(7-6), 20(7-2), Kita- 6 Area 38 Kanai 8 Marla Saalam. situated in Village- Wazirpur Tehsil & District Gurgaon

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		1698	25	10	Khewat/ Khata No- 134/143, Rect No- 2, Killa No- 24 (8-0), Rect No- 8, Killa No- 4 (8-0), 6/2(0-9), 7(7-11), Kita- 4 Area 24 Kanai O Marla Saalam & Khewat/ Khata No- 15/15 Rect No- 8, Killa No- 6/1 (1-10), Area 1 Kanai 10 Marfa Saalam situated in Village- Mavka Telisil & District Gurgaon
7	3955	2858	5	5	Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 13 (8-0), 14(8-0), 17/2(3-19), 12/2 (8-0), 12/1(1-8), 19 (8-0), 20 (3-14), 21/1 (0-8), 3/3min (0-5), 8/1 ((0-12), 9/2 (0-9) Kita -11 area 42 Kanai 15 Marla share is to the 110/891 which become 5 Kanai 5 Marla situated in Village Wazirpur Tehsil & District Gurgaon
8	3954	2861	6	8.5	Khewat/ Khata No- 144/205, Rect. No- 90, Kila No-8 (8-0), 13 (4-17}, Kita -2 Area 12 Kanai 17 Marla Salam situated in village - Wazirpur Tehsil & District Gurgaon, land owner share being half i.e 6 K 8.5 M
	Total		168	96.50	
	Total (In Acres)		21.60		

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