

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 18/07/2024

Certificate No. G0R2024G385



Stamp Duty Paid : ₹ 17006000
(Rs. Only)

GRN No. 119093193



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: V a Agriculture Private limited
H.No/Floor : 5948 Sector/Ward : X LandMark : Room no 3 basti harphool singh
City/Village : Sadar bazar District : Delhi State : Delhi
Phone: 72*****02

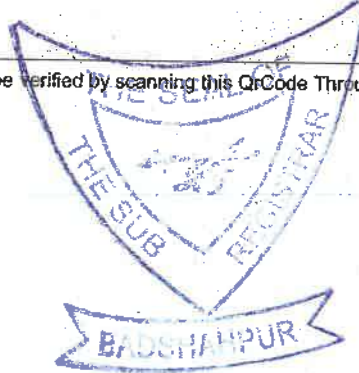


Buyer / Second Party Detail

Name: Elan enclave Private limited
H.No/Floor : 15f Sector/Ward : 43 LandMark : Two horizon center golf course road
City/Village: Dlf phase v District : Gurugram State : Haryana
Phone: 74*****47

Purpose : Non Judicial stamp for Collaboration Agreement

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



5087
19/07/2024

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurugram on this 19th day of July, 2024,

BETWEEN

M/s. V. A. AGRICULTURE PRIVATE LIMITED (PAN No. AABCV8222D) (CIN No. U01119DL2003PTC121735), having its registered office at H-340, L-G/F, New Rajinder Nagar, New Delhi - 110060 and corporate office at 281, Phase II, Udyog Vihar, Gurugram, Haryana, acting through **Mr. Vikas Bajaj** (Aadhar No. 4059 0481 6602), duly authorized by the Board of Directors of the aforesaid Company vide resolution dated 25.06.2024, a copy whereof is annexed herewith and marked as "**Annexure-A**", hereinafter called the "**OWNER**" (which expression shall unless it be

For ELAN ENCLAVE PRIVATE LIMITED

For V.A. AGRICULTURE PVT. LTD.

Director/Auth. Signatory

Authorised Signatories

प्रलेख नः5087

दिनांक:19-07-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील बादशाहपुर

गांव/शहर फाजिलपुर झाडसा

धन संबंधी विवरण

राशि 850300032 रुपये

स्टाम्प ड्यूटी की राशि 17006000 रुपये

स्टाम्प नं : G0R2024G385

स्टाम्प की राशि 17006000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:119093347

पेस्टिंग शुल्क 0 रुपये

Drafted By: BHAL SINGH ADV

Service Charge:0

यह प्रलेख आज दिनांक 19-07-2024 दिन शुक्रवार समय 3:58:00 PM बजे श्री/श्रीमती /कुमारी
VA AGRICULTURE PVT LTD thru VIKAS BAJAJOTHER निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)


हस्ताक्षर प्रस्तुतकर्ता
VA AGRICULTURE PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ELAN ENCLAVE PVT LTD thru GAURAV KHANDELWALOTHER हाजिर है ।
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी BHAL SINGH पिता . निवासी ADV GGM
व श्री/श्रीमती /कुमारी ROHIT SHARMA पिता RAM NIWAS SHARMA
निवासी DELHI 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 (बादशाहपुर)
VA AGRICULTURE PVT LTD

दिनांक 19-07-2024

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repugnant to the context or meaning of this contract be deemed to mean and include its successors, representatives, nominees and permitted assigns etc.) the party of the **FIRST PART**;

AND

M/s. ELAN ENCLAVE PRIVATE LIMITED(PAN No. AAGCE7780E) (CIN No. U70109HR2021PTC099477), having its registered and corporate office at 15th Floor, Two Horizon Center, DLF Phase 5, Sector 43, Gurugram, Haryana, acting through Mr. Gaurav Khandelwal (Aadhar No. 8217 9728 2896), duly authorized by Board of Directors of the aforesaid Company vide resolution dated 26.06.2024, a copy whereof is annexed herewith and marked as "**Annexure-B**", 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.) the party of the **SECOND PART**.

The 'OWNER' and the 'DEVELOPER' are hereinafter collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the OWNER has represented and warranted that it is full-fledged and lawful and undisputed owner in peaceful, vacant and unencumbered possession, along with all easements and privileges in land parcel bearing Rectangle No. 33, Killa No. 5/2 (4-2), 6 (4-2), 15 (2-6), Rectangle No. 34, Killa No. 1/1 (4-14), 10/1 (1-3), 1/ 2 (4-12), 10/2 (0-9), 10/3 (6-4), 11(5-10) in total admeasuring 33 Kanals 2 Marlas situated in the revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, and Rectangle No. 19, Killa No. 5 (3-14), 6 (4-14), Rectangle No. 20, Killa No. 1/1 (1-14), 1/ 2 (3-16) in total admeasuring 13 Kanals 18 Marlas situated in the revenue estate of Village Ghasola, Sub-Tehsil Badshahpur in total admeasuring 47 Kanals 00 Marlas (5.875 Acres) situated in Sector 49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana (hereinafter referred to as the "**Said Land**").

AND WHEREAS the OWNER has represented and warranted that it had acquired by way of purchase/exchange the Said Land through the sale deeds /exchange deeds in the following manner:-

- (i) Land bearing Khewat No. 47, Khata No. 50, Rectangle No. 18, Killa No. 16/2 (4-16), total admeasuring 4 Kanals 16 Marlas (0.6Acres) situated in revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, Tehsil & District Gurugram vide registered sale deed bearing Vasika No. 6654 dated 25.08.2003 on payment of sale consideration amounting to Rs. 9,42,600/- (Rupees Nine Lacs Forty Two Thousand Six Hundred Only). Mutation bearing No. 2096 was sanctioned on the basis of the aforesaid registered sale deed.
- (ii) Land bearing Khewat No.47, Khata No. 50, Rectangle No. 18, Killa No. 25/1(3-17), 25/2(3-0), Rectangle No. 33, Killa No. 5(5-08), 6(4-02), total admeasuring 16 Kanals 7 Marlas (2.043 Acres) and Khewat No. 296, Khata No. 398, Rectangle No. 34, Killa No. 1/2(4-12) in total admeasuring 4 Kanals

For V.A. AGRICULTURE PVT. LTD.


Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorised Signatories

Reg. No.

Reg. Year

Book No.

5087

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru VIKAS BAJAJOTHER VA AGRICULTURE PVT LTD

दावेदार :- thru GAURAV KHANDELWALOTHERELAN ENCLAVE PVT LTD

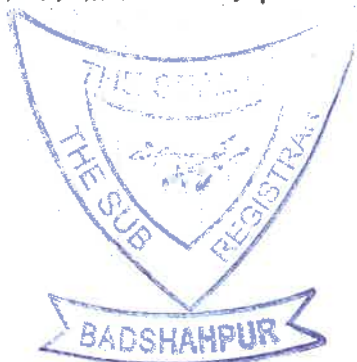
गवाह 1 :- BHAL SINGH

गवाह 2 :- ROHIT SHARMA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5087 आज दिनांक 19-07-2024 को बही नं 1 जिल्द नं 614 के पृष्ठ नं 18.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1516 के पृष्ठ संख्या 40 से 41 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 19-07-2024



उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

12 Marlas and in total aggregating to 20 Kanals 19 Marlas (2.61875 Acres) situated in revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, Tehsil & District Gurugram vide registered sale deed bearing Vasika No. 6333 dated 20.08.2003 on payment of sale consideration amounting to Rs.41,14,100/- (Rupees Forty One Lacs Fourteen Thousand One Hundred Only). Mutation bearing No. 2095 was sanctioned on the basis of the aforesaid registered sale deed.

- (iii) Land bearing Khewat No. 91, Khata No. 98, Rectangle No. 34, Killa No. 10/3(6-4), 11(5-10) in total admeasuring 11 Kanals 14 Marlas (1.4625 Acres) situated in revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, Tehsil & District Gurugram vide registered sale deed bearing Vasika No. 6334 dated 20.08.2003 on payment of sale consideration amounting to Rs. 22,97,590/- (Rupees Twenty Two Lacs Ninety Seven Thousand Five Hundred Ninety Only). Mutation bearing No. 2092 was sanctioned on the basis of the aforesaid registered sale deed.
- (iv) Land bearing Rectangle No. 18, Killa No. 25/1(3-17), 25/2(3-0) and Rectangle No. 33, Killa No. 5 min (1-6) in total admeasuring 8 Kanals 3 Marlas (1.0187 acres) situated in revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, Tehsil & District Gurugram as owned and possessed by the OWNER was exchanged with Land bearing Rectangle No. 34, Killa No. 1/1(4-14), 10/1(1-3) and Rectangle No. 33, Killa No. 15(2-6) in total admeasuring 8 Kanals 3 Marlas (1.0187 acres) situated in revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, Tehsil & District Gurugram as owned and possessed by Haryana Urban Development Authority (HUDA) now known as Haryana Shahari Vikas Pradhikaran (HSVP) vide exchange deed dated 05.07.2013 bearing Vasika No. 8582 dated 05.07.2013. Mutation bearing No. 2777 was sanctioned on the basis of the aforesaid registered exchange deed.
- (v) Land bearing Khewat No. 64, Khata No. 68, Rectangle No. 34, Killa No. 10/2(0-9), admeasuring 09 Marlas (0.05625 Acres) situated in revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, Tehsil & District Gurugram vide registered sale deed dated 20.08.2003 bearing Vasika No. 6335 dated 20.08.2003 on payment of sale consideration amounting to Rs. 88,370/- (Rupees Eighty Eight Thousand Three Hundred and Seventy Only). Mutation bearing No. 2094 was sanctioned on the basis of the aforesaid registered sale deed.
- (vi) Land bearing Khewat No. 64/63, Khata No. 70, Rectangle No. 19, Killa No. 5 (3-14), 6 (4-14), Rectangle no. 20, Killa no 1/1(1-14), 1/2 (3-16) in total admeasuring 13 Kanals 18 Marlas (1.73755 Acres) situated in revenue estate of Village Ghasola, Sub-Tehsil Badshahpur, Tehsil & District Gurugram vide registered sale deed dated 18.08.2015 bearing Vasika No. 12111 dated 18.08.2015 on payment of sale consideration amounting to Rs. 26,10,000/- (Rupees Twenty Six Lacs Ten Thousand Only). Mutation bearing No. 777 was sanctioned on the basis of the aforesaid registered sale deed.

For V.A. AGRICULTURE PVT. LTD.


Director/Authorised Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorised Signatory

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The OWNER is reflected to be exclusive, full-fledged, legal and lawful owner in physical unencumbered peaceful possession of the Said Land in Jamabandi for the year 2019-2020. The aforesaid sale deeds, exchange deed and mutations are valid and subsisting.

AND WHEREAS the OWNER has represented and warranted that it had submitted an application for the grant of Licence to the Directorate of Town and Country Planning Department, Haryana, Chandigarh (hereinafter referred to as "DTCP") for the development of a Residential Group Housing Colony over the Said Land. The application referred to above submitted by the OWNER was considered and examined by DTCP and Letter of Intent bearing Memo No. LC-3122-JE(BK)-2019/3078 dated 08.02.2019 had been issued by DTCP for the development of a Residential Group Housing Colony on the Said Land.

AND WHEREAS the OWNER has represented and warranted that all the obligations as contemplated in aforesaid Letter of Intent had been duly fulfilled/completed by the OWNER. Thereafter, Licence bearing No. 50 of 2019 dated 07.03.2019 had been issued by DTCP for development of a Residential Group Housing Colony over the Said Land, a copy whereof is annexed hereto and marked as "Annexure-C". The 'Said Land' is hereinafter referred to as the "**Said Licensed Land**".

AND WHEREAS the OWNER has also represented that initially the zoning plan for the Residential Group Housing Colony had been sanctioned by DTCP vide DRG No. DTCP-6903 dated 07.03.2019. However, the zoning plan for the Said Licensed Land was subsequently revised and sanction for the FAR of 350 on 5.5375 Acres was accorded by DTCP vide DRG No. DTCP-7505 dated 13.08.2020 in terms of which construction to the extent of presently sanctioned FAR of 350 on 5.5375 acres of land can be raised over the Said Licensed Land. Copies thereof are collectively annexed hereto and marked as "Annexure-D".

AND WHEREAS subsequently, the OWNER had submitted two applications to DTCP for grant of license for setting up Commercial Plotted Colony over part of Said Licensed Land under the applicable policy of migration of license as issued by State of Haryana. Letter of Intent bearing Memo No. LC-4885/Asst.(RK)/2023/39790 dated 17.11.2023 for 2.6937 Acres and LC-4607/Asst.(RK)/2023/39797 dated 17.11.2023 for 3.08125 Acres had been issued by DTCP in favour of the OWNER as a precursor of grant of license. However, thereafter the OWNER decided not to go ahead with the setting up of Commercial Plotted Colony over a part of Said Licensed Land and it proceeded to withdraw the two applications earlier submitted by it to DTCP for grant of license for the said purpose vide the Owner's applications both dated 16.01.2024 to DTCP. The submission made by the OWNER to DTCP for withdrawal of the aforesaid two applications has been duly accepted and allowed by DTCP vide Memo No. LC-4607/JE(SK)/2024/12846 dated 26.04.2024 and Memo No. LC-4885/JE(SK)/2024/13240 dated 30.04.2024.

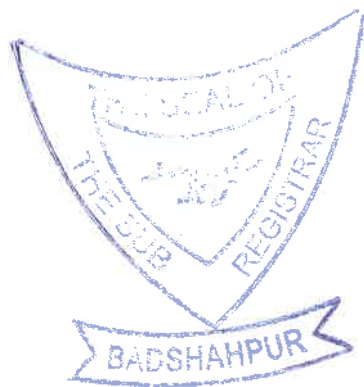
AND WHEREAS the OWNER has further represented and warranted that it has already submitted an application to DTCP for renewal of aforesaid Licence vide its application dated 05.03.2024 for the licensed land of 5.875 Acres for the Residential Group Housing

For V.A. AGRICULTURE PVT. LTD.


Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorizing Signatories



Colony with a permissible sanctioned FAR of 350 on 5.5375 Acres. The OWNER has undertaken that it shall get the above mentioned Licence further renewed from DTCP at its cost and expense. In terms of Licence bearing No. 50 of 2019 dated 07.03.2019 and sanctions accorded till date, a Residential Group Housing Colony can be constructed/developed over the Said Licensed Land after utilizing FAR to the tune of 350 on 5.5375 acres as mentioned in sanctioned revised zoning plan mentioned above.

AND WHEREAS the DEVELOPER hereby represents and warrants as follows:-

- i. The DEVELOPER is engaged in the business of construction and development of residential and commercial real estate and infrastructure projects, in District Gurugram and has the financial strength, capacity, capability, marketing expertise and availability of resources (human, capital and infrastructural) to successfully conceptualize, construct, promote, implement and develop the Residential Group Housing Colony on the Said Licensed Land within the agreed timelines.
- ii. The DEVELOPER is a company duly incorporated and conducting its business in accordance with the Indian laws and has full power and authority to enter upon in the present Agreement.
- iii. There are no legal impediments which can obstruct/prevent the DEVELOPER from entering into the present Agreement and undertaking development of the Residential Group Housing Colony on the Said Licensed Land.

AND WHEREAS the OWNER hereby represents and warrants as follows:

- i. The OWNER is a company duly incorporated and conducting its business in accordance with the Indian laws and has full power and authority to enter upon in the present Agreement.
- ii. There are no legal impediments which can obstruct/prevent the OWNER from entering into the present Agreement and undertaking development of the Residential Group Housing Colony on the Said Licensed Land in collaboration with the DEVELOPER.
- iii. There are no legal impediments on the Said Licensed Land which can obstruct/prevent the development of the Residential Group Housing Colony on the Said Licensed Land as is being contemplated and agreed to herein in this present Agreement.

AND WHEREAS in view of the track record and expertise in real estate development of the DEVELOPER, both the OWNER and the DEVELOPER are keen that a Residential Group Housing Colony should be conceptualized, promoted, constructed and developed on collaboration basis by the DEVELOPER over the Said Licensed Land on terms and conditions set out in this Agreement. Accordingly, the present Agreement has been executed between the Parties on the terms and conditions mentioned hereinafter:-

For V.A. AGRICULTURE PVT. LTD.


Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorised Signatories

NOW THEREFORE THE PARTIES WITH AN INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:-

PROJECT LAND

1. That the subject matter of this Agreement between the OWNER and the DEVELOPER is the Said Licensed Land admeasuring 47 Kanals 00 Marlas (5.875 Acres) situated in Sector 49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana for utilizing the same for the construction and development as a Residential Group Housing Colony by the DEVELOPER. The Residential Group Housing Colony on the Said Licensed Land shall be developed and implemented after availing TDR and GRIHA benefits, as stated hereinafter in this Agreement, so that maximum permissible FAR can be sanctioned and utilized for the development of the Residential Group Housing Colony on the Said Licensed Land. The OWNER in accordance with the terms and conditions of this Agreement and the receipt of complete Security Deposit from the DEVELOPER has placed at the complete disposal of the DEVELOPER, the Said Licensed Land and irrevocably vested in the DEVELOPER all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for obtaining the requisite permissions, sanctions and approvals for the development, and for undertaking the execution, implementation, development, construction, marketing, sale and completion of the Residential Group Housing Colony on the Said Licensed Land in consonance with the terms and conditions of this Agreement after availing TDR and GRIHA benefits, as stated in this Agreement. The essence of this Agreement is the offer of the Said Licensed Land *[along with land owned by the OWNER/its nominee(s) relating to which Transferable Development Rights Certificate(s) can be obtained under the applicable policy in consonance with the terms and conditions of this Agreement]* so that after availing/utilizing the same overall FAR of 500 on 5.5375 acres as above mentioned in the sanctioned revised zoning plan can be developed over the Said Licensed Land and the payment of all amounts by the Parties as per the agreed mechanism and schedules as set out in this Agreement. The entire license fee for grant of aforesaid License has already been paid by the OWNER to DTCP. Furthermore, all outstanding infrastructure augmentation charges, dues, interest, penalties etc. (if any) relating to said license shall be discharged by the OWNER within 15 (Fifteen) days from the date of execution of this Agreement.

2. That both the OWNER and the DEVELOPER are aware that other than bank guarantee required for infrastructure development works, the bank guarantee required for safeguarding the payment of EDC/IDC shall become redundant and would not be required any longer once the entire amount of EDC/IDC is paid to DTCP by the OWNER and the DEVELOPER as per the terms of this Agreement. The bank guarantee(s) furnished by the OWNER to DTCP relating to aforesaid License have expired and the OWNER shall get the required bank guarantees renewed within a period of 15 (Fifteen) days from the date of payment of complete EDC/IDC by the OWNER and the DEVELOPER as mentioned in this Agreement. Moreover, the bank guarantee required for infrastructure development works will be renewed by the OWNER and

For V.A. AGRICULTURE PVT. LTD.


Director/Authorized Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorized Signatory



submitted to DTCP within a period of 15 (Fifteen) days from the date of execution of this Agreement.

3. That the OWNER has represented to the DEVELOPER that the Said Licensed Land is free from all types of mortgages, encumbrances, encroachments, acquisition proceedings, charges, taxes, liens, pledge, hypothecation, equitable interest, restraint orders, attachment by a decree of court/any other authority, ongoing partition and/or exchange proceedings, title defect, security interest, legal flaws, legal restraints, etc. and there are no legal and/or regulatory restrictions, negative conditions, of any nature and extent whatsoever and no litigation or dispute whatsoever is pending in respect of the same before any court or authority (hereinafter called as the “**Encumbrances**”).
4. That the OWNER has also represented and conveyed to the DEVELOPER that the OWNER has got a valid, clear and marketable rights, title and interest in respect of the Said Licensed Land which is free from all Encumbrances and is competent and entitled to deal with the same. The OWNER has further represented and assured the DEVELOPER that the OWNER has not entered into any prior agreement and/or any other arrangement/understanding of any nature whatsoever in favour of any other third party relating to the Said Licensed Land detailed above and the Residential Group Housing Colony. The OWNER has further assured the DEVELOPER that it has not created any third party rights of any nature whatsoever in respect of Said Licensed Land and /or in the Residential Group Housing Colony.
5. That the complete set of original documents of ownership of Said Licensed Land have been shown by the OWNER to the DEVELOPER and that there are no other original documents. The details of original documents of ownership are contained in “**Annexure E**” appended to this Agreement. During the term of this Agreement and till the completion of the Residential Group Housing Colony as per the terms of this Agreement, all the original documents of ownership shall be placed by the OWNER in its office at 281, Phase-II, Udyog Vihar, Gurugram and the same shall be made available for inspection by the OWNER to the DEVELOPER/its bankers/financial institutions, allottees, purchasers and others as identified by the DEVELOPER/its bankers/financial institutions, allottees, purchasers and customers. The DEVELOPER shall ensure that prior intimation of at least 3 (Three) working days is given to the OWNER for the inspection referred to above. The OWNER shall not part with the original documents of ownership/title in respect of Said Licensed Land and the land on which TDR Certificates as per this Agreement shall be applied for and obtained after the execution of this Agreement. The OWNER/nominee(s) of the OWNER shall not create any Encumbrances whatsoever on the Said Licensed Land [and the land on which TDR Certificates as per this Agreement shall be obtained in due course of time except for the Said TDR Certificates] by deposit of the title deeds and/or otherwise till the completion of the Residential Group Housing Colony as per this Agreement. Upon the issuance of Occupation Certificate, the original documents of ownership/title as stated above shall be handed over by the OWNER to the DEVELOPER. The OWNER with the execution of this

For V.A. AGRICULTURE PVT. LTD.

For ELAN ENCLAVE PRIVATE LIMITED

Authorized Signatories



Agreement shall handover to the DEVELOPER all the originals of various approvals, permissions, sanctions, registrations etc. including but not limited to the Letter of Intent, Licence issued/granted by DTCP and zoning plan(s) as approved by DTCP, as till date obtained and/or granted by the competent / Government / statutory / regulatory authorities for the Said Licensed Land and/or the Residential Group Housing Colony and the complete file of all communications and other documents as exchanged with DTCP and the competent / Government / statutory / regulatory authorities for the Said Licensed Land and/or the Residential Group Housing Colony.

6. That the OWNER shall forthwith provide the DEVELOPER notice of any litigation and/or investigation in connection with the Said Licensed Land of which the OWNER becomes aware. In the event, the OWNER receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any competent / Government / statutory / regulatory authorities and/or any Third Party, that may directly or indirectly be related to the Said Licensed Land and/or the Residential Group Housing Colony, it shall forthwith share the said communication, correspondence, notice, demand etc. with the DEVELOPER.
7. That the OWNER confirms that in event of insolvency, bankruptcy, liquidation, and/or winding up proceedings and/or any event leading to the same for the OWNER, the rights, title, interest and entitlements of the OWNER pursuant to this Agreement shall be restricted to the residuary rights of the OWNER in the Said Licensed Land/the Residential Group Housing Colony after taking into account the rights, entitlements and interest of the DEVELOPER in the Said Licensed Land/the Residential Group Housing Colony under this Agreement and the Power of Attorney. The rights and entitlements of the DEVELOPER under this Agreement including the interest created in the Said Licensed Land in favour of the DEVELOPER by virtue of this Agreement and the Power of Attorney shall not be affected in any manner in case of any insolvency, bankruptcy, liquidation, and/or winding up proceedings relating to the OWNER or event leading to the same.
8. That the DEVELOPER confirms that in event of insolvency, bankruptcy, liquidation, and/or winding up proceedings and/or any event leading to the same for the DEVELOPER, the rights, title, interest and entitlements of the OWNER pursuant to and in furtherance of this Agreement in the Said Licensed Land/the Residential Group Housing Colony shall not be impacted in any manner whatsoever. In such event all development rights in respect of the Said Licensed Land shall stand reverted absolutely to the OWNER. The rights, interest and entitlements of the DEVELOPER under this Agreement including the interest created in the Said Licensed Land in favour of the DEVELOPER by virtue of this Agreement and the Power of Attorney shall stand extinguished in case of any insolvency, bankruptcy, liquidation, and/or winding up proceedings relating to the DEVELOPER or event leading to the same. However, nothing contained in this clause shall in any manner affect the rights and interest already created by the DEVELOPER in the various units in the Residential Group Housing Colony in favour of the allottees, purchasers and customers and others provided such

For V.A. AGRICULTURE PVT. LTD.

For ELAN ENCLAVE PRIVATE LIMITED

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[Signature]
Authorised Signatories



creation of interest has been done in accordance with law including provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.

9. That the OWNER after the date of this Agreement, shall not enter into any agreement, commitment, arrangement or understanding with any Person which shall have the effect of creating, direct or indirect and whether immediate or contingent, in favour of such person/ entity any Encumbrances in or over or in relation to the rights, interest and entitlements of the DEVELOPER under this Agreement, the Said Licensed Land and/or the Residential Group Housing Colony and/or allottees of the project so long as the allotment has been made in accordance with law including provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.
10. That the DEVELOPER has conducted due diligence at the site, from the revenue records and from the registration records as well as records of DTCP/all other concerned statutory authorities. The DEVELOPER is proceeding to enter into this Agreement after being fully satisfied with regards to all aspects of the Said Land (duly licensed) including but not limited to legality of title held by the OWNER, License and sanctions related documents in respect of Said Land, as have been made available by the OWNER to the DEVELOPER and as in the records of DTCP, revenue records and registration records as on the date of this Agreement.

SANCTION OF ADDITIONAL FLOOR AREA RATIO

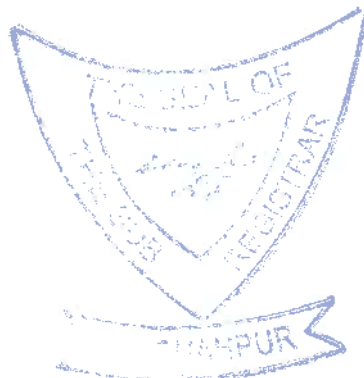
11. That by virtue of grant of licence for development of the Residential Group Housing Colony over the Said Licensed Land and location of the Said Licensed Land in Transit Oriented Development Zone ("TOD Zone"), the Said Licensed Land is eligible for FAR of 350 which has been ipso facto sanctioned on 5.5375 acres of land as per the revised zoning plan dated 13.08.2020 and can be utilized for development of the Residential Group Housing Colony on the Said Licensed Land.
12. That it has been ascertained by both Parties that an additional FAR basis the utilization of Transferable Development Rights Certificates (to be obtained in pursuance of this Agreement) to the extent of 150 additional FAR and additional FAR of 12 on the basis of GRIHA Guidelines (as defined hereinafter) can be sanctioned and gainfully utilized for the development of the Residential Group Housing Colony over the Said Licensed Land in the following manner:-
 - A. **ADDITIONAL FLOOR AREA RATIO BY ACQUISITION OF TRANSFERABLE DEVELOPMENT RIGHTS CERTIFICATES.**
 - (i) That FAR of 150 can be got sanctioned from DTCP and can be utilized for the construction/development of Residential Group Housing Colony by acquiring Transferable Development Rights Certificates in accordance with Policy dated 16.11.2021 made applicable by State of Haryana.

For V.A. AGRICULTURE PVT. LTD.


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- (ii) That the nominee(s) of the OWNER have purchased land bearing Rect. No. 8, Killa No. 16/2/2 (1-13) and land forming part of Rect. No.9, Killa No.19/2 Min North and Center (3-0), 20 Min North West (5-15), total measuring 10 Kanals 8 Marlas, situated in revenue estate of Village Dhorka, Sub-Tehsil Harsaru, Tehsil & District Gurugram (6,292 square yards i.e. 1.3 Acres) vide registered sale deed bearing Vasika No. 2675 dated 23.05.2024 against which Transferable Development Rights Certificates can be got issued from DTCP. Mutation bearing No. 1692 has been sanctioned on 10.06.2024 on the basis of aforesaid registered sale deed.
- (iii) That the nominee(s) of the OWNER has purchased land admeasuring 11 Kanal 9 Marla 7 sarsai forming part of land bearing Rect. No. 31, Killa No. 14(5-8), 15(8-0), 16(8-0), 17(5-18), Rect. No. 32 Killa No. 2 Min (3-16), 3/1 Min (6-16), 9(8-0), 10 Min (4-0), 11(8-0) Rect. No. 32 Killa No. 8/2 (6-8) situated in revenue estate of Village Kadarapur, Sub-Tehsil Wazirabad, Tehsil & District Gurugram vide registered sale deed bearing Vasika No. 6791 dated 05.07.2024 against which Transferable Development Rights Certificates can be got issued from DTCP.
- (iv) That the OWNER and the Developer agree that the procurement of land parcels as mentioned above by the nominee(s) of the OWNER would be sufficient to enable the DEVELOPER to procure adequate TDR Certificates and to get sanctioned permissible FAR against the Transferable Development Rights Certificates so as to undertake the construction/development of the project with FAR of 500 on 5.5375 acres of the land as per the revised zoning plan. In case the aforesaid land parcels as procured by the nominee(s) of the OWNER are not sufficient enough to enable utilization of additional FAR to the tune of 150 by the DEVELOPER, then in such an event the OWNER shall arrange for the deficient land parcels/TDR Certificates to make good the deficient land parcels/TDR Certificates within the required time frame i.e. on or before the application for approval of building plans as per the revised zoning plan.
- (v) That the OWNER shall ensure that requisite agreements/attorneys and other documents are executed by the OWNER/nominee(s) of the OWNER in favour of the DEVELOPER/its nominee(s), so as to enable the DEVELOPER/ its nominee(s) to get issued Transferable Development Rights Certificates against the aforesaid land and thereafter, get sanctioned permissible FAR against the Transferable Development Rights Certificates referred to above. Once, the Transferable Development Rights Certificates are issued by DTCP in respect of the aforesaid lands purchased/contemplated to be purchased, the same shall thereafter be transferred in favour of the OWNER and then utilized for the purposes of construction/development of Residential Group Housing Colony with additional FAR as contemplated in this Agreement. Any Transferable Development Rights Certificates which are not utilized and not taken into reckoning for sanction of additional FAR to the tune of 150 by DTCP while issuing revised zoning for the Residential Group Housing Colony shall belong exclusively to the OWNER/ nominee(s) of the OWNER as the case may be and they shall be at absolute liberty to deal with, use, utilize and alienate such



unutilized Transferable Development Rights Certificates as deemed fit by them. It is an agreed position that the DEVELOPER has no contractual obligation towards the nominee(s) of the OWNER except for allotting apartments to them at the specific instance of the OWNER in writing out of OWNER's Allocation.

- (vi) That the total Transferable Development Rights Certificates to be applied for and eventually granted/issued against the land parcels cumulatively purchased by the OWNER /nominee(s) of the OWNER as stated above against which permissible FAR to the tune of additional 150 FAR on 5.5375 acres of the Said Licensed Land (on which zoning has been approved) can be got sanctioned from DTCP have been collectively referred to as the "Said TDR Certificates". It is clarified that the permissible additional FAR to the extent of 150 FAR referred to above shall be computed on the currently applicable collector rate as per applicable collector rate list for the calendar year 01.01.2024 till 20.07.2024 for agricultural land in the revenue estates of Village Fazilpur Jharsa and Village Ghasola, Sub-Tehsil Badshahpur, Tehsil and District Gurugram wherein the Said Licensed Land is located. The calculation of collector rate as mentioned above shall be in direct proportion of the area of land parcels forming part of Said Licensed Land comprised in the two revenue estates indicated above.
- (vii) That DEVELOPER on the basis of attorney(s) and other deeds and documents etc. as issued/executed in the favour of the DEVELOPER and/or nominee(s) of the DEVELOPER by the OWNER /nominee(s) of the OWNER shall submit requisite application(s) to get issued the Said TDR Certificates in the name of the OWNER/the nominee(s) of the OWNER against the land parcels so purchased by the OWNER/ nominee(s) of the OWNER as stated above. Infrastructure Augmentation Charges for the utilization of the said TDR Certificates qua land purchased by the OWNER/nominee(s) of the OWNER shall be paid by the OWNER/nominee(s) of the OWNER within 15 (Fifteen) days from demand thereof by DTCP. The entire departmental fees, charges etc. (except for Infrastructure Augmentation Charges) incurred for issuance of the Said TDR Certificates and its transfer/utilization for the licence for the Residential Group Housing Colony shall be initially borne and paid by the DEVELOPER but the same shall be subsequently entirely reimbursed by the OWNER to the DEVELOPER within 15 (Fifteen) days of receipt of intimation pertaining to issuance of the Said TDR Certificates by DTCP. However, it is clarified that the DEVELOPER and the OWNER/nominee(s) of the OWNER will bear the principal component of External Development Charges payable to DTCP in respect of Said TDR Certificates in the proportion of 61 (DEVELOPER) : 39 (OWNER) respectively. The said pro rata principal component shall be deposited within the period of 15 (Fifteen) days from receipt of intimation of demand thereof by DTCP by the OWNER/nominee(s) of the OWNER. The DEVELOPER shall be bound to make pro rata payment of the principal component of External Development Charges payable to DTCP in respect of Said TDR Certificates within the time period permitted by DTCP for the said purpose. It is further clarified that any liability of interest fastened on account of failure of any party to this contract to make payment of its pro rata share of EDC shall be borne by the concerned defaulting party exclusively.

For V.A. AGRICULTURE PVT. LTD.

For ELAN ENCLAVE PRIVATE LIMITED


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- (viii) That upon issuance of Said TDR Certificates against the land purchased by the OWNER/nominee(s) of the OWNER, the DEVELOPER on the basis of documents executed/issued in favour of the DEVELOPER/nominee(s) of the DEVELOPER by the OWNER/nominee(s) of the OWNER shall submit the requisite application(s) to DTCP for transfer of the Said TDR Certificates in favour of the OWNER in the records of DTCP so as to enable the DEVELOPER to get permissible FAR sanctioned against the same for being utilized for construction/development of Residential Group Housing Colony over the Said Licensed Land.
- (ix) The OWNER shall ensure that the OWNER/nominee(s) of the OWNER acquire absolute, legal, valid, exclusive, unfettered and unrestricted rights, title and interest in respect of the land purchased by them by following due process of law and which is free from all Encumbrances, so that the Said TDR Certificates issued against the aforesaid land can be legally transferred by the OWNER's nominee(s) in favour of the OWNER by following due process of law, so as to enable the DEVELOPER to utilise the same without any hindrance and/or obstruction or any impediment for the development of Residential Group Housing Colony over the Said Licensed Land. It is clearly agreed and understood between the Parties that all representations mentioned above in respect of land against which the Said TDR Certificates shall be issued shall also apply with full force and effect to the Said TDR Certificates. The OWNER and the nominee(s) of the OWNER shall jointly and severally keep the DEVELOPER fully indemnified and harmless in this regard.
- (x) That once, the Said TDR Certificates against the land purchased by the nominee(s) of the OWNER have been issued, the nominee(s) of the OWNER shall execute the required documentation so as to transfer the Said TDR Certificates in favour of the OWNER in the records of DTCP. Entire cost and expenditure for transfer of Said TDR Certificates by the nominee(s) of the OWNER in favour of the OWNER shall be incurred by the OWNER. The departmental formalities for effectuating the transfer of the Said TDR Certificates shall be completed by the DEVELOPER at its own end.
- (xi) That no monetary consideration or compensation in respect of the Said TDR Certificates shall be payable by the DEVELOPER to the OWNER/nominee(s) of the OWNER. Further, it is an express condition that there shall be no contractual obligation between the DEVELOPER and the nominee(s) of the OWNER in this regard. However, the OWNER shall communicate to the DEVELOPER in writing the extent of allocation of Residential Apartments of its nominee(s) who have purchased land for getting issued the Transferable Development Rights Certificates for the Residential Group Housing Colony on the Said Licensed Land and the DEVELOPER shall proceed to allocate the Residential Apartments as communicated by the OWNER from the OWNER'S ALLOCATION. The OWNER and/or the nominee(s) of the OWNER shall remain fully liable and responsible for all income tax, GST and other tax implications and that towards stamp duty and registration etc. and any other legal



actions at any point of time regarding the purchase of the land and/the issuance/grant of the Said TDR Certificates by DTCP and its transfer to the OWNER and tax liability pertaining to further utilization of the same in the development of the Residential Group Housing Colony.

- (xii) That the allocation of duly constructed Residential Apartments without payment of any monetary consideration shall be made by the DEVELOPER in favour of the OWNER/ or on the specific instructions of the OWNER in writing in favour of nominee(s) of the OWNER in the Residential Group Housing Colony to be conceptualised, constructed, developed and implemented by the DEVELOPER over the Said Licensed Land as per this Agreement. Any income tax, GST whatsoever with respect to OWNER Allocation, whether sold or unsold/ retained shall be to the account of the OWNER/nominee(s) of the OWNER.
- (xiii) That in case any payment is directly received by the OWNER/ nominee(s) of the OWNER with regard to sale of any apartment forming part of OWNER's Allocation, in that event the GST component accruing from such payment shall be deposited directly by the OWNER to the concerned competent/Government/statutory/ regulatory authorities. In case, any payment with regard to sale of any apartment forming part of the OWNER's Allocation is received by the DEVELOPER, in that event the GST component accruing from such payment shall be deposited directly by the DEVELOPER with the concerned competent/Government/statutory/regulatory authorities. Any demand/penalty arising out of delay/failure on the part of the DEVELOPER in depositing the aforesaid GST component shall be borne/satisfied by the DEVELOPER.
- (xiv) That the allocation of duly constructed apartments shall be made by the DEVELOPER to the OWNER in the same ratio as mentioned hereinafter in this Agreement. The apportionment of mutual areas between the OWNER and nominee(s) of the OWNER out of the OWNER's Allocation shall have no concern with the DEVELOPER. The allocation of duly constructed apartments, if any, at the specific instance and behest of the OWNER by the DEVELOPER in favour of the nominee(s) of the OWNER shall be not be counted as a transfer made by the OWNER. In all such cases, the OWNER shall be confirming party in all the documents so executed/issued by the DEVELOPER in favour of the nominee(s) of the OWNER all at the written instructions of the OWNER to the DEVELOPER. However, if there are any tax implications (including GST, income tax, stamp duty etc.) same shall be to the account of the OWNER and the DEVELOPER shall be kept fully indemnified in this regard.

B. ADDITIONAL FLOOR AREA RATIO BY COMPLYING WITH GREEN RATING OF INTEGRATED HABITAT ASSESSMENT GUIDELINES.

- (xv) That Green Rating of Integrated Habitat Assessment Guidelines ("GRIHA Guidelines") as applicable under the Haryana Building Code, 2017 shall be adopted for the Residential Group Housing Colony by the DEVELOPER so as to achieve rating up to 4 as prescribed in the GRIHA Guidelines. The same shall



result in sanction of additional FAR to the extent of 12 which can be gainfully utilized for development of the Residential Group Housing Colony over the Said Licensed Land. The infrastructure development charges payable against additional FAR indicated hereinabove shall be borne by the DEVELOPER and the OWNER in the agreed ratio of 61 (DEVELOPER): 39 (OWNER).

- (xvi) That the DEVELOPER is aware that sanction of the additional FAR to the extent of 12 on account of compliance with GRIHA Guidelines shall require the Residential Group Housing Colony to be constructed/developed with enhanced specifications. It is clarified that no amount towards any account except for the infrastructure development charges in this regard shall be liable to be paid by the OWNER to the DEVELOPER in the proportion of 61 (DEVELOPER) : 39 (OWNER) respectively. The said payment shall be made by the OWNER within a period of 10 (Ten) days from receipt of intimation with regard to raising of demand relating to the same by DTCP irrespective of timeline mentioned in the intimation of DTCP.

OBTAINING OF SANCTIONS AND TIME PERIOD FOR IMPLEMENTATION OF PROJECT.

13. That actual physical possession of the Said Licensed Land free from Encumbrances has been handed over by the OWNER to the DEVELOPER and the DEVELOPER shall be entitled to hold the same during the subsistence of this Agreement and till the completion of the Residential Group Housing Colony. The Owner has already paid the Property Tax of the said land upto 2024-25 and obtained "No Dues Certificate" from Municipal Corporation Gurugram. Any property tax, municipal tax, levies and charges related to the Said Licensed Land up to the date of the execution of this Agreement shall be paid and borne by the OWNER irrespective of the period of time when such demand is raised. Pursuant to execution of this Agreement any property tax, municipal tax, levies and charges related to the Said Licensed Land shall be pro rata paid by the Parties as mentioned in this Agreement in the proportion of sharing of built up areas in the Residential Group Housing Colony Project.
14. That after execution of the present Agreement, the DEVELOPER shall be entitled to 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, sale and completion of the Residential Group Housing Colony on the Said Licensed Land. After the execution of this Agreement, the DEVELOPER shall be at liberty to put up its sign boards and other signages over the Said Licensed Land in accordance with applicable laws/regulations/ policies with the legend that the project to be constructed at the site is a Residential Group Housing Colony to be developed by the DEVELOPER and to have temporary site office, show apartment over any part of the Said Licensed Land after obtaining requisite permission from the concerned competent/Government/statutory/regulatory authorities. It is specifically agreed and understood that the permission and authority granted by

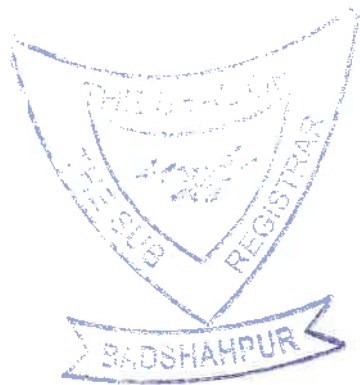
For V.A. AGRICULTURE PVT. LTD.

For ELAN ENCLAVE PRIVATE LIMITED





Signature



the OWNER to the DEVELOPER under this clause, does not empower the DEVELOPER to carry out any construction work of the development of the Residential Group Housing Colony on the Said Licensed Land until layout plans have been sanctioned and environmental clearance has been granted by the competent/Government/statutory/regulatory authorities as contemplated herein. Moreover, no illegal construction at the site shall be raised by the DEVELOPER on the Said Licensed Land.

15. That the DEVELOPER shall be bound to comply with provisions of Real Estate (Regulation and Development) Act, 2016 and other statutory provisions for the purpose of erection of its signages, construction of site office and subsequent development of Residential Group Housing Colony over the Said Licensed Land.
16. That the DEVELOPER has conveyed to the OWNER that the following permissions/sanctions shall be required to be obtained from DTCP/other statutory authorities from time to time for the purpose of execution, implementation, development, construction and completion of the Residential Group Housing Colony over the Said Licensed Land. It has been mutually agreed between the Parties that all approvals/sanctions regardless of their nature including but not confined to those mentioned hereinafter shall be obtained by the DEVELOPER at its own cost:-
- (i) Sanction of fresh/revised zoning plan as and when required.
 - (ii) Sanction of building plans.
 - (iii) Obtaining of Environmental Clearance, CTE etc.
 - (iv) Registration of the project with Real Estate Regulatory Authority.
 - (v) Height clearance from Airport Authority of India;
 - (vi) NOC from Mines and Geology department;
 - (vii) Permission from NHAI, Forest Department, PWD etc. for the Entry and Exit points for the Residential Group Housing Colony.
 - (viii) Any and all other approvals that may be required for the execution, implementation, development, construction, sale, marketing and completion of the project, i.e., Residential Group Housing Colony on the Said Licensed Land, from time to time as per the applicable law.
17. That in furtherance of present Agreement requisite applications including but not confined to submission of application(s) for obtaining permission for 'Change in Beneficial Interest'/'Change of Developer' shall be promptly submitted by the DEVELOPER to DTCP/other statutory authorities on its own behalf and on behalf of the OWNER for approval of revised zoning plans, building plans and all such permissions/sanctions as may be required for development of the Residential Group Housing Colony over the Said Licensed Land. The OWNER hereby agrees, confirms and undertakes, that it shall sign, execute and deliver all such applications, papers, etc. as may be required for the above purposes in a time bound manner not exceeding 15 (Fifteen) working days from the DEVELOPER's written intimation in this regard. It is specifically

For V.A. AGRICULTURE PVT. LTD.


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agreed and understood between the Parties that the OWNER shall only be called upon to execute any deed/document/application provided the attorney executed and registered by the OWNER in favour of the DEVELOPER/ nominee(s) of the OWNER does not suffice for the said purpose or any statutory authority insists that any particular document/application/deed/no objection certificate etc. be furnished by the OWNER notwithstanding the execution/registration of GPA. Further the OWNER shall extend all support and assistance to the DEVELOPER in this regard. Entire expenditure for obtaining approval of 'Change in Beneficial Interest'/ 'Change of Developer' from DTCP shall be incurred by the DEVELOPER exclusively. Both Parties shall also make prompt payment of all outstanding dues to DTCP/any other competent/Government/statutory/regulatory authorities in terms of this Agreement. Entire expenditure for obtaining of aforesaid sanctions and for keeping them subsisting (except for license) on and from the date of this Agreement shall be incurred by the DEVELOPER.

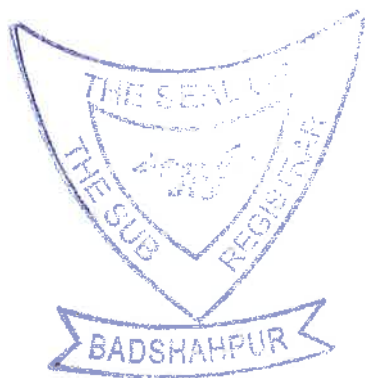
18. That it is clearly agreed and understood between the Parties that all costs and expenses incurred by the OWNER for procuring license/other permissions from DTCP/other statutory authorities till the date of execution/registration of this Agreement shall not be liable to be reimbursed in full or part to the OWNER by the DEVELOPER.
19. That it is agreed and understood between the Parties that charges for renewal of License bearing No. 50 of 2019 dated 07.03.2019 payable to DTCP for a span of five years in furtherance of application for renewal of license already submitted by the OWNER with DTCP have been paid by the OWNER. However, once the said renewal of license currently being sought by the OWNER is granted by DTCP, the charges for any subsequent renewal of license shall be pro rata borne by the Parties. It is specifically clarified that in case any renewal of license is required to be made after the expiry of period of 78 months from the date of execution of present Agreement, entire charges for the same shall be borne by the DEVELOPER.
20. That the layout plans for the Residential Group Housing Colony shall be in accordance and in conformity with the Zoning Plan and the Rules and Bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as maybe prescribed therefor pertaining to the Said Licensed Land as may be in force in the area. The said layout plans for the Residential Group Housing Colony shall be filed for permission to develop the maximum permissible Floor Area Ratio over the Said Licensed Land which includes the FAR sanctioned by virtue of grant of license and approval of building/ revised zoning plans including FAR sanctioned for location of the Said Licensed Land in TOD Zone, FAR to be sanctioned against the Said TDR Certificates and on account of compliance with GRIHA Guidelines as indicated above.
21. That the DEVELOPER shall after obtaining the requisite permissions, sanctions and building plan approvals and other approvals for the development on the Said Licensed Land of the proposed Residential Group Housing Colony shall

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undertake the execution, implementation, development, construction, sale, marketing and completion work in accordance with applicable Zoning Plans subsequent to execution of this Agreement.

22. That DEVELOPER shall at the earliest possible time proceed to have suitable design, model and/or plans prepared for the proposed Residential Group Housing Colony and get them approved/sanctioned from the competent authority(s). For this purpose, the DEVELOPER shall engage and employ 'Benoy' having its office Handley House, Northgate, Newark, Nottinghamshire NG24 1EH, United Kingdom as 'master planner'/ 'concept designer' of the Residential Group Housing Colony to be developed over the Said Licensed Land and the DEVELOPER shall further engage a local architect for the compliances with respect to the Residential Group Housing Colony including but not limited to GFC drawings etc. Entire expenditure for engaging the aforesaid master planner/concept designer for the Residential Group Housing Colony shall be borne exclusively by the DEVELOPER. The engaging of Benoy as master planner/concept designer for the Residential Group Housing Colony Project by the DEVELOPER has been a material consideration for the execution of this Agreement between the OWNER and the DEVELOPER.
23. That subject to the OWNER's obligations under this Agreement for procurement of land against which the Said TDR Certificates can be issued, as referred to hereinabove, the DEVELOPER shall diligently endeavor to obtain the aforesaid sanctions/permissions and to get the Residential Group Housing Colony Project registered with Haryana Real Estate Regulatory Authority at Gurugram within a period of 10 months from the date of execution of this Agreement. However, in case due to imposition of code of conduct for conducting elections in Haryana and/or for any other reason beyond the power and control of the DEVELOPER, the DEVELOPER is unable to obtain the aforesaid sanctions/permissions and to get the Residential Group Housing Colony Project registered with Haryana Real Estate Regulatory Authority at Gurugram within the period indicated above, in that event the DEVELOPER shall be entitled to avail grace period of 3 months for fulfilling the aforesaid obligation.
24. That the DEVELOPER shall appoint and engage M/s Leighton India Contractors Private Limited having its office at Unitech Commercial Towers-II 2/F, Arya Samaj Road Block B, Greenwood City Sector 45, Gurugram 122003 Haryana, as a civil contractor for execution, implementation, development, construction and completion of the Residential Group Housing Colony over the Said Licensed Land. The engaging of M/s Leighton India Contractors Private Limited, as a civil contractor for the development/construction of the Residential Group Housing Colony Project by the DEVELOPER has been a material consideration for the execution of this Agreement between the OWNER and the DEVELOPER. In case, due to circumstances completely beyond the control of the DEVELOPER, M/s Leighton India Contractors Private Limited refuses to assume the obligation of being a civil contractor for the Residential Group Housing Colony, the DEVELOPER shall be entitled to appoint any one of the following civil contractors for the Residential Group Housing Colony:-

For V.A. AGRICULTURE PVT. LTD.

Benoy

For ELAN ENCLAVE PRIVATE LIMITED

[Signature]
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- (i) L&T Construction
- (ii) Shapoorji Pallonji Infrastructure & Real Estate Construction
- (iii) Arabian Construction Company India Private Limited

25. That subject to the OWNER complying with its obligations in accordance with the terms of this Agreement, non-occurrence of any force majeure event as defined hereinafter, no defect being detected in the title of the Said Licensed Land which leads to stoppage of development/construction on the Said Licensed Land and the land forming subject matter of the Said TDR Certificates and the Said TDR Certificates remaining free from all Encumbrances, the DEVELOPER shall complete the construction and development of the Residential Group Housing Colony Project and obtain occupation certificate from DTCP within a period of 78 months from the date of execution of this Agreement. The DEVELOPER shall be entitled to avail a grace period of 6 months for completion of construction and development of the Residential Group Housing Colony Project and obtaining of occupation certificate beyond the period of 78 months referred to above. The Developer shall diligently commence and complete the construction/development work of the Residential Group Housing Colony Project within the aforesaid timelines after achieving the following Milestones:

- i. Milestone 1: Get the Residential Group Housing Colony project registered under Real Estate Regulation Act/Rules framed thereunder within a period of 10 months (plus grace period of 3 months as mentioned above) from the date of execution of this Agreement.
- ii. Milestone 2: Commence the construction of the Project within a period of 18 months from the date of execution of this Agreement.
- iii. Milestone 3: Completion of structure within a period of 66 months from the date of execution of present agreement.
- iv. Milestone 4: Obtain the Occupation Certificate within a period of 78 months from the date of execution of present Agreement along with a grace period of 6 (six) months.

It is specifically agreed by both Parties that time is the essence of this Agreement. This shall however be subject to timely fulfilment of obligations as mentioned in this Agreement by the OWNER. Further it is clarified that the grace period of 6 (six) months at the most shall be availed for a maximum limit of 6 (six) months in the entire tenure of 84 months (inclusive of grace period) stipulated in this Agreement for completion of the Residential Group Housing Colony Project.

UNDERTAKING OF DEVELOPMENT, INCURRING COSTS FOR THE SAME AND PAYMENT OF EXTERNAL DEVELOPMENT CHARGES AND INFRASTRUCTURE DEVELOPMENT CHARGES.

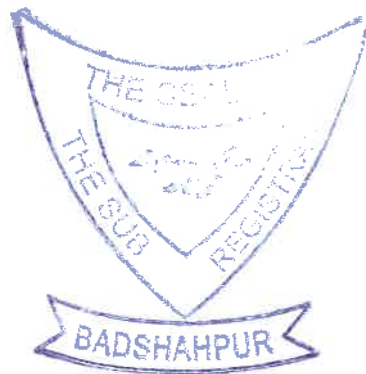
26. That DEVELOPER shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by/with the proposed allottees/ purchasers/lessees etc. for the Residential Group Housing Colony,

For V.A. AGRICULTURE PVT. LTD.


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including but not limited to marketing brochure/ prospectus, application forms, receipts, provisional/ final allotment letters, apartment/ unit buyer agreements, sale/ conveyance deeds, maintenance agreements and others as the DEVELOPER may in its discretion consider fit and appropriate. However, the entire documentation shall be uniform for the Residential Group Housing Colony.

27. That the DEVELOPER shall exclusively be entitled to undertake the conceptualisation, promotion, execution, implementation, construction, development and completion of the Residential Group Housing Colony over the Said Licensed Land (with Said TDR Certificates) its brand name ('Elan'). The OWNER undertakes neither it nor its nominee(s) shall raise any objection to the conceptualisation, promotion, execution, implementation, construction, development and completion of the Residential Group Housing Colony over the Said Licensed Land by the DEVELOPER in terms of this Agreement. The OWNER admits and acknowledges that it shall be the absolute prerogative of the DEVELOPER to do so and the OWNER undertakes not to raise any objection in this regard. Similarly, absolute discretion shall also be held by the DEVELOPER for the purpose of naming and branding the project. The DEVELOPER shall at its absolute discretion be entitled to include its brand name ('Elan') while naming the project. The DEVELOPER shall be the sole and exclusive developer of the Residential Group Housing Colony with right to take all decisions, in relation to and in regard to the project management, design, layout, determination of facilities and amenities therein, the size of the apartments and other units therein and the provision of club, its size etc. as may be deemed appropriate. However, the exercise of discretion as detailed above by the DEVELOPER shall be subject to strict compliance with use/utilization of materials and specifications and design as per SEISMIC Zone V criteria and as enlisted in "Annexure F" to this Agreement. The OWNER and/or nominee(s) of the OWNER shall have absolutely no role to play in the same. The OWNER undertakes that neither OWNER nor nominee(s) of the OWNER shall raise any objection to the naming of the project by the DEVELOPER.
28. That DEVELOPER shall incur 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 this Agreement and grant of renewal of the license including but not confined to Occupation Certificate/Completion Certificate, except as otherwise specifically agreed to in this Agreement.
29. That DEVELOPER shall undertake the conceptualisation, promotion, development and implementation of Residential Group Housing Colony over the Said Licensed Land at its own cost and expenses and with its resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals of all competent authorities.
30. That the DEVELOPER alone shall undertake the conceptualisation, promotion, sale, construction and development of Residential Group Housing Colony over

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the Said Licensed Land. The DEVELOPER shall not be entitled to assign its rights of development of the Residential Group Housing Colony in terms of this Agreement in favour of any other third person/entity. Further, during the subsistence of this Agreement and till the completion of the Residential Group Housing Colony, the shareholders and promoters of the OWNER shall not transfer and/or dilute their shareholding (directly or indirectly) in favour of any real estate/infrastructure developer. Nothing contained in this clause shall apply to transfer of shareholding by the shareholders and promoters of the OWNER in favour of any family member /any group /allied company of the OWNER.

31. That the entire amount required for the cost of construction/development of the said Residential Group Housing Colony including the charges and fees of the Architect(s), consultants, engineers, contractors etc., preparation and sanctions of plans, payment of compounding fee or any other fee, charge, cess or tax related to the development of project and complying with conditions contained in applicable policies, Electricity and Water Security Charges, payable now or in future or any type of renewal charges (if applicable), 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 (if required) as well as amount payable to any third party/developer for availing water or electricity supply for the Residential Group Housing Colony shall be borne by the DEVELOPER. Similarly, the entire expenditure for installation of electrical transformers, DG Sets, VCBs, Panels, installation of Water Treatment Plants, installation of Sewage Treatment Plant, etc. all to the extent applicable and required as per the statutory provisions and for arranging electricity supply including cost of laying transmission lines etc. shall be incurred entirely by the DEVELOPER. Under no circumstances shall the OWNER be liable to incur any such liability.
32. That in case any penal interest, damages, compensation or compounding fee in any form or 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, contractual or statutory 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.
33. That during the course of construction, the OWNER/staff/agency appointed by it shall be entitled to visit, monitor and inspect the development of the Residential Group Housing Colony, at the cost and expense of the OWNER and subject to prior intimation of at least 2 (Two) working days. DEVELOPER undertakes not to create any hindrance or obstruction in the inspection and monitoring of development work by aforesaid staff/agency etc. engaged by the OWNER. The defects, infirmities etc. pointed out by the OWNER/staff/agency shall be remedied/rectified by the DEVELOPER as far as possible in the overall interest of the Residential Group Housing Colony. However, in case the materials being used in the development of the Residential Group Housing

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Colony are not the ones indicated in the schedule appended in this Agreement and the same is brought to the attention of the DEVELOPER by the OWNER, the DEVELOPER shall be bound to immediately take remedial measures.

34. That the entire expenditure incurred in obtaining of sanctions, undertaking development, payment of architects, engineers, contractors (structural, plumbing, electrical etc.) horticulturists, professionals etc. and in undertaking the implementation of the Residential Group Housing Colony shall also be paid by the DEVELOPER. No expenditure towards any account for the conceptualization, promotion, construction, development and implementation of the Residential Group Housing Colony shall be liable to be incurred by the OWNER.
35. 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 OWNER to the DEVELOPER /its aforesaid staff towards monitoring and supervising the raising of construction/development, sales, promotion and marketing of the Residential Group Housing Colony.
36. 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 Residential Group Housing Colony and for the execution, implementation, construction, development and completion thereof shall also be incurred entirely by the DEVELOPER.
37. 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, injury or death of workmen/labour etc. or damage to any plant and machinery or theft thereof or any claim of any third party with regard to construction and statutory compliances. In case any penal action is initiated in respect of the construction/development of the project, violation of any applicable laws or statutory provisions, in that event the entire liability shall be satisfied by the DEVELOPER and the OWNER shall not be held liable for the same. 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 OWNER.
38. That the payment reconciliation statements prepared on the basis of statements obtained from DTCP reflecting the status of payments/penalties pertaining to Said Licensed Land have been reviewed by both the Parties. At the instance of the DEVELOPER, the OWNER has initialed the copies of statements referred to above generated from the website of DTCP and the same have been handed over by the OWNER to the DEVELOPER the receipt of which is acknowledged by the DEVELOPER.

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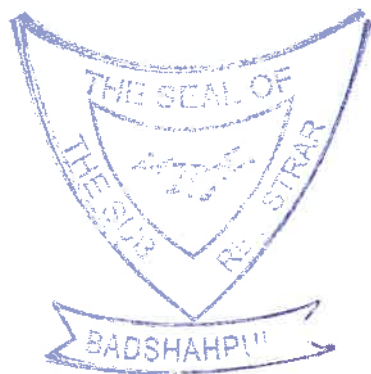
39. That total principal amount of external development charges, infrastructure development charges payable to DTCP at the time of grant of aforesaid License was Rs. 42,01,41,000/- (Rupees Forty Two Crores One Lac Forty One Thousand Only) as per LOI dated 08.02.2019 which included the aforesaid charges payable for the Said Licensed Land being comprised in Transit Oriented Development Zone.
40. That both Parties have made verifications from DTCP and the same have revealed that a sum of Rs. 21,33,68,000/- (Rupees Twenty One Crores Thirty Three Lacs Sixty Eight Thousand Only) has been paid by the OWNER to DTCP towards external development charges, infrastructure development charges and interest as well as penal interest/penal charges for development of the Residential Group Housing Colony over the Said Licensed Land till date.
41. That it has further been revealed to the Parties that after taking into reckoning the total amount paid by the OWNER to DTCP towards external development charges and infrastructure development charges, interest on delayed payments, penalty amount, financial advantage accruing from availing of various beneficial schemes made available by DTCP a consolidated sum of Rs. 35,88,19,000/- (Rupees Thirty Five Crores Eighty Eight Lacs Nineteen Thousand Only) as on 18.07.2024 is outstanding and payable to DTCP towards balance/unpaid component of external development charges, infrastructure development charges, interest and penal amounts.
42. That 61% proportionate share of the aforesaid principal amount of Rs. 42,01,41,000/- (Rupees Forty Two Crores One Lac Forty One Thousand Only) is to be borne by the DEVELOPER which amounts to Rs. 25,62,86,010/- (Rupees Twenty Five Crores Sixty Two Lacs Eighty Six Thousand and Ten Only). The said 61% component quantified above shall be paid by the DEVELOPER from its resources within a period of 15 (Fifteen) days from the date of execution of this Agreement. The DEVELOPER confirms that it shall be liable to pay interest over the aforesaid amount to DTCP from the date of execution of this Agreement till the deposit thereof within the period stipulated above. No liability towards interest shall be required to be discharged by the OWNER.
43. That the OWNER undertakes and confirms to clear its share of balance/unpaid component of external development charges/infrastructure development charges, interest as well as penalty determined by DTCP in respect of Said Licensed Land on account of grant of license for the development of Residential Group Housing Colony till 18.07.2024 amounting to Rs. 10,25,33,000/- (Rupees Ten Crores Twenty Five Lacs Thirty Three Thousand Only) within 15 (Fifteen) days of execution this Agreement. The OWNER confirms that it shall be liable to pay interest over the aforesaid amount to DTCP from the date of execution of this Agreement till the deposit thereof within the period stipulated above. No liability towards interest shall be required to be discharged by the DEVELOPER.

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44. That the Parties further agree that in case at any subsequent point of time any further dues are demanded by DTCP/any other statutory authority in respect of the Said Licensed Land and/or Residential Group Housing Colony to be constructed/developed on the Said Licensed Land and such dues/demands pertain to the period ending on the date of execution of this Agreement, then in such an event, except as otherwise expressly agreed to in this Agreement to be borne by the DEVELOPER, all such subsequently raised demands etc. shall be borne and paid by the OWNER within a period of 30 (Thirty) days from receipt of intimation by the OWNER pertaining to raising of such demand by DTCP and further cross check and verification by the OWNER within the aforesaid agreed period.
45. That all interest amounts and penalties (if any) relating to Said Licensed Land imposed by DTCP/other statutory authority till the date of execution of this Agreement shall be paid by the OWNER and if any demand comes in future on this account the same shall be paid and borne by the OWNER within a period of 30 (Thirty) days from receipt of intimation by the OWNER pertaining to raising of such demand by DTCP and further cross check and verification by the OWNER within the aforesaid agreed period. The said amount shall not be liable to be paid by the DEVELOPER to the OWNER.
46. That conversely, except to the extent as incurred by the DEVELOPER, if any benefit on account of excess charges earlier recovered DTCP in relation to the Said Licensed Land and/or the Residential Group Housing Colony to be constructed thereupon is subsequently made available or refund of any nature is granted, in that event the OWNER alone shall be exclusively entitled to the same and the DEVELOPER shall have no claim in this regard.

Also, if there is a subsequent upward revision/ enhancement of EDC/IDC or any other charges made by DTCP, Haryana which is applicable to Said Licensed Land and license retrospectively, such demand shall be pro rata satisfied by the Parties in the area share in ratio as mentioned in this Agreement within a period of 30 (Thirty) days of such intimation to the Parties.

47. That infrastructure augmentation charges in respect of Residential Group Housing Colony has been entirely paid by the OWNER. In case any liability in this regard is discovered at any subsequent point of time, the same shall be required to be satisfied by the OWNER exclusively along with interest or penalty (if any).
48. That simultaneously with the execution of this Agreement and the DEVELOPER performing its obligations towards the OWNER and DTCP as required to be performed and undertaken, the OWNER shall sign, execute and deliver all applications, and other papers required for required change in beneficial interest/change of developer etc. for the Residential Group Housing Colony on the Said Licensed Land.

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49. That the external development/infrastructure development charges shall be eventually recovered from the purchasers of apartments in the proposed Residential Group Housing Colony. It is specifically agreed and understood between the Parties that such realisation of external development charges/infrastructure development charges by the OWNER to the extent of apartments forming part of its allocation shall belong entirely to the OWNER and the DEVELOPER shall not be entitled to stake any claim in respect of the same.
50. That the DEVELOPER shall not be entitled to create any charge, mortgage or lien of any nature for any purpose in relation to Said Licensed Land only. However, the same shall not preclude the allottees, purchasers of apartments in the Residential Group Housing Colony from obtaining loan/financial assistance for purchase of individual apartments by them.
51. That in order to facilitate the construction/development and implementation of the Residential Group Housing Colony and all other costs, expenses and payments to be made or incurred by the DEVELOPER relating to the Residential Group Housing Colony, the Developer is entitled to raise funding/project/construction finance in terms of this Agreement from/against the receivables pertaining to the DEVELOPER's ALLOCATION (sold and unsold inventory) in the Residential Group Housing Colony.
52. That however, the DEVELOPER while obtaining financial assistance or otherwise shall not be entitled to directly or impliedly create any charge/Encumbrance of any nature in respect of the Said Licensed Land or any part thereof and/or on the OWNER's Allocation. The loan amount (if any) for financial assistance/finance as availed by the DEVELOPER against its monetary receivables from the DEVELOPER's allocation shall be used/utilized only for construction/development/implementation of the Residential Group Housing Colony over the Said Licensed Land and for no other purpose. The DEVELOPER shall be solely responsible (without any recourse to the OWNER) to repay the said funding or project/construction finance. The DEVELOPER shall remain solely liable and responsible to discharge and satisfy the said funding/project/construction finance. There shall be no obligation of any nature (direct or implied) whatsoever on the OWNER with respect to providing any guarantees, sureties for the sanction of such loans and/or for discharging the loans or any financing obtained by the DEVELOPER including interest, penal interest or any other amount of any nature in respect thereof.
53. That the DEVELOPER shall be entitled to permit the prospective allottees, purchasers of the apartments in the Residential Group Housing Colony to borrow finance/avail funding from the Bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial Institution(s) etc. towards purchase/construction of apartments against the security of their respective apartments. The DEVELOPER shall be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage (as contemplated in this clause). It is agreed that the

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leave granted by the OWNER to the DEVELOPER to obtain loan/financial assistance against monetary receivables of the DEVELOPER shall be exercised strictly in accordance with terms and conditions of this Agreement.

54. That the specifications of the materials to be used for the development of the Residential Group Housing Colony have been mutually agreed and have been mentioned in "Annexure-F" appended to this Agreement which forms an integral part of this Agreement. The DEVELOPER undertakes that the specifications of materials to be used/utilized in the construction/development of the Residential Group Housing Colony shall as far as possible be the same as provided in "Annexure-F". In case for any reason beyond the power and control of the DEVELOPER, the same material as indicated in "Annexure-F" is not available, in that event the DEVELOPER will use/utilize an alternate material which shall not be inferior in quality and lower in price than the originally agreed material.
55. That the DEVELOPER shall use the same materials for construction of the entire Residential Group Housing Colony. There shall not be any difference in quality or price in the specifications of materials to be used/utilized for development of Residential Group Housing Colony.

NON REFUNDABLE NON ADJUSTBALE SECURITY

56. That a non-refundable and non-adjustable security deposit amounting to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) has been paid by the DEVELOPER to the OWNER after deducting TDS as applicable under Income Tax Act 1961 in the following manner:-

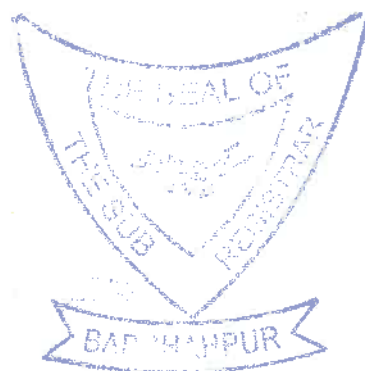
Sr. No.	Demand Draft No.	Date	Amount (in Rs.)	Drawn on
1.	062839	17.07.2024	5,40,00,000/-	HDFC Bank, Sector-53, Gurugram - 122002
2.	062840	17.07.2024	5,40,00,000/-	HDFC Bank, Sector-53, Gurugram - 122002
3.	062841	17.07.2024	5,40,00,000/-	HDFC Bank, Sector-53, Gurugram - 122002
4.	062842	17.07.2024	5,40,00,000/-	HDFC Bank, Sector-53, Gurugram - 122002
5.	062843	17.07.2024	5,40,00,000/-	HDFC Bank, Sector-53,

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				Gurugram 122002	-
6.	062844	17.07.2024	4,50,00,000/-	HDFC Bank, Sector-53, Gurugram 122002	-
7.	062845	17.07.2024	4,50,00,000/-	HDFC Bank, Sector-53, Gurugram 122002	-
8.	062846	17.07.2024	4,50,00,000/-	HDFC Bank, Sector-53, Gurugram 122002	-
9.	062847	17.07.2024	4,50,00,000/-	HDFC Bank, Sector-53, Gurugram 122002	-

57. That no amount would be liable to be refunded by the OWNER to the DEVELOPER on account of construction/development of the Residential Group Housing Colony by the DEVELOPER over the Said Licensed Land.

APPORTIONMENT OF AREAS.

58. That this Agreement shall devolve all necessary rights and entitlements and authorisations on/to the DEVELOPER for undertaking the execution, implementation, development, construction, marketing, sale and completion of the Residential Group Housing Colony on the Said Licensed Land in accordance with the terms of this Agreement dispose of the whole of its share of the built up area of the Residential Group Housing Colony as provided herein with proportionate share in the land underneath the said Residential Group Housing Colony as also the right to use the common areas and common facilities (hereinafter called the “DEVELOPER’s Allocation”).
59. That the OWNER is proceeding to grant an irrevocable registered power of attorney to the DEVELOPER and/or nominee(s) of the DEVELOPER for obtaining all requisite permissions/sanctions for promotion, development, construction and implementation of the Residential Group Housing Colony over the Said Licensed Land and for undertaking the execution, implementation, development, construction, marketing, sale and completion of the Residential Group Housing Colony on the Said Licensed Land, so as to enable the DEVELOPER to perform all its obligations and utilize all its entitlements/benefits/rights as stated under this Agreement including but not limited to obtaining approvals as may be required to be obtained from time to time from any Governmental Authority for the Residential Group Housing Colony. The Power of Attorney shall permit and authorize the DEVELOPER to

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solely, and at its own cost and expenses, exercise all powers referred herein and to use the rights granted herein.

60. The Power of Attorney amongst other matters shall authorize the DEVELOPER to sign, apply for and obtain all approvals, sign the allotment, agreement for sale/buyer's agreement, transfer documents, conveyance/sale deeds & documents and other documents in favour of allottees/purchasers to the extent of DEVELOPER's Allocation i.e. other than those for the OWNER's Allocation and to raise finance/debt strictly in accordance with the terms relating to the same set out in this Agreement. The OWNER by virtue of Power of Attorney shall permit and authorize the DEVELOPER to solely, and at its own the cost and expenses, exercise all powers referred herein and to use the rights granted herein. The Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this Agreement and to let out/sell/create third party rights in/encumber/charge and/or otherwise deal with the constructed and/or developed portions of the Residential Group Housing Colony forming part of the DEVELOPER's ALLOCATION and all other matters required to be done and performed in connection with the development, execution, construction, implementation, completion and marketing of the Residential Group Housing Colony and for sale and transfer of the units/therein and to accept and receive consideration in its name in respect of its allocation and to issue receipts etc. and for all purposes mentioned in the Agreement. The power of Attorney shall specifically mention that the Developer is not entitled to sell /transfer /alienate the Said Licensed Land in whole or part thereof.
61. That the Power of Attorney shall authorize the DEVELOPER/nominee(s) indicated by the DEVELOPER to exercise all rights under this Agreement.
62. That the DEVELOPER shall not be entitled to do any act, deed or thing or execute any document by utilising the Power of Attorney which directly or impliedly violates or infringes any provision of law or the terms of this Agreement. In case any such act, deed or thing is done or any document is executed which is directly or impliedly not in conformity with law, in that event the same shall not be binding on the OWNER. It is clarified that the OWNER shall neither be bound nor liable for any illegal act, deed or thing done or document executed by the DEVELOPER by virtue of General Power of Attorney referred to above.
63. That the duly constructed residential apartments constituting 39% (Thirty Nine Percent) of total saleable area of the entire Residential Group Housing Colony together with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the same as also in common areas and common facilities shall belong to and be owned by the OWNER (herein referred to as "**OWNER's Allocation**") and the remaining 61% (Sixty One Percent) built/unbuilt area of the total saleable area of the said Residential Group Housing Colony together with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said Residential Group Housing Colony Project as also in the common areas and common facilities i.e. the

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DEVELOPER's Allocation shall fall to the share of the DEVELOPER in consideration of the obligations undertaken by it under these presents and shall belong to and be owned and possessed by the DEVELOPER.

64. That the construction of the OWNER's Allocation shall be carried out by the DEVELOPER at the cost of DEVELOPER and the same shall belong to, be owned and possessed by the OWNER.
65. That the apartments to be allocated/allotted to the OWNER/DEVELOPER shall be duly marked by the Parties with mutual consent and the allocation/allotment shall be duly documented in the plan when prepared and approved. Both the Parties shall share the total saleable area of the Residential Group Housing Colony in the aforesaid proportion floor-wise or as may be mutually agreed between the Parties. The preferential and non-preferential apartments in the Residential Group Housing Colony shall be pro rata apportioned by the Parties. It is specifically confirmed by the DEVELOPER that prior to apportionment of apartments and issuance of allocation/allotment letters to the OWNER/nominee(s) of the OWNER as mentioned hereinabove no sale of any area in the Residential Group Housing Colony shall be made by the DEVELOPER. The OWNER and the DEVELOPER shall be bound to ensure that the agreements pertaining to the apartments constituting the allocation of the OWNER are registered in accordance with provisions of Real Estate (Regulation and Development) Act, 2016 within a period of 60 (sixty) days from the date of issuance of allocation/allotment letters in favour of the OWNER/ nominee(s) of the OWNER relating to its entire allocation.
66. That the DEVELOPER shall determine the identity of preferentially located apartments and the quantum of preferential location charges to be paid by the prospective purchasers of preferentially located apartments in the Residential Group Housing Colony.

DELIVERY OF POSSESSION

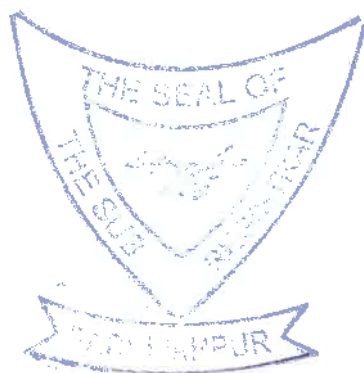
67. That the offer of physical possession of the OWNER's Allocation shall be made by the DEVELOPER pursuant to grant of Occupation Certificate by DTCP for any part or phase/segment/block/constituent in the Residential Group Housing Colony. It is clarified that DEVELOPER shall not be entitled to offer physical possession or to execute/register any registered document for transfer of possession/ title in favour of any prospective purchasers/lessees/licensee etc. in respect of apartments forming part of the DEVELOPER's Allocation till such time the DEVELOPER proceeds to offer the physical possession of the allocation of the OWNER after obtaining Occupation Certificate for the entire Residential Group Housing Colony or any part or phase/segment/block of the Residential Group Housing Colony as the case may be. In case the DEVELOPER obtains the Occupation Certificate for the Residential Group Housing Colony in parts, in that event the DEVELOPER shall first offer the physical possession of the allocation of OWNER comprised in the portion for which such part Occupation Certificate has been issued by DTCP before

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proceeding to offer possession of the remaining apartments/units forming part of allocation of the DEVELOPER in the Residential Group Housing Colony.

68. That the Residential Group Housing Colony shall be deemed to have been completed when the occupation certificate for the entire Residential Group Housing Colony has been obtained by the DEVELOPER from DTCP. It is clarified that Completion Certificate from DTCP shall be obtained by the DEVELOPER at its own cost and expense.

MAINTENANCE OF COMMON AREAS.

69. That the common areas of the Residential Group Housing Colony shall be maintained by professional maintenance company appointed by the DEVELOPER/ any other legal entity competent to do so. The necessary maintenance charges shall be paid proportionately by the OWNER and its prospective buyers and the DEVELOPER and its prospective buyers in their area sharing ratio irrespective of the occupancy. The liability of the Parties to this Agreement i.e. the OWNER and the DEVELOPER to pay maintenance charges of their respective shares shall accrue after 30 (thirty) days from the date of offer of possession.

COUNTER INDEMNITIES.

70. That the OWNER hereby agrees that in the event any claim is made by a person in relation to the Said Licensed Land and/or the Residential Group Housing Colony and/or the land forming the subject matter of the Said TDR Certificates/the Said TDR Certificates, claiming title through or in trust for the OWNER/nominee(s) of the OWNER and the same results in depriving the DEVELOPER of the possession of the Said Licensed Land/part thereof and/or the use of the Said TDR Certificates and it is held finally by court of law that the OWNER/nominee(s) of the OWNER does not hold valid and marketable title in respect of Said Land/part thereof/land forming subject matter of the Said TDR Certificates, it shall be the sole responsibility and liability of the OWNER to settle and satisfy the claims and secure the consent of such person(s) expeditiously.
71. That in case on account of assertion of any hostile claim by any person/entity with regard to Said Land/land against which Transferable Development Right Certificates have been issued and the same results in stoppage/obstruction of construction/development of the Residential Group Housing Colony, due to any order by the court of law and/or other competent authority including but not limited to DTCP, in that event the OWNER/ nominee(s) of the OWNER shall be bound to settle such claims at their cost so that the work of construction/development can commence forthwith.
72. (a) In case the Said Land or any part thereof is lost on account of any defect in the OWNER's title and/or any adverse decision rendered in litigation started by any one claiming through the OWNER; (b) in case the Said TDR Certificates or



any part thereof are cancelled or withdrawn on account of any defect in the title of the nominee(s) of the OWNER and/or transfer there in the name of the OWNER and/or any adverse decision rendered in litigation started by any one claiming through the OWNER/nominee(s) of the OWNER; and the same prevents the DEVELOPER from undertaking the development/implementation of the Residential Group Housing Colony and/or delays the same and/or deprives the DEVELOPER/its intending buyers/lessees/licensees/transferees etc. of apartments forming part of the Residential Group Housing Colony (before or after completion of construction), in that event the OWNER shall be liable to indemnify and hold harmless the DEVELOPER, its officers, employees, shareholders, directors and affiliates as well as and the intending buyers/lessees/licensees/transferees etc. and to pay the actual damages, losses, costs and expenses sustained by the DEVELOPER and/or intending buyers/lessees/licensees/transferees etc., as decided by the court of law and/or other competent authority including but not limited to DTCP, of whole or part of the units/ Saleable Areas and other areas, etc. of the Residential Group Housing Colony as per provisions of Real Estate (Regulation and Development) Act, 2016.

If there be any claim, demand, tax, litigation of any nature whatsoever against the OWNER/nominee(s) of the OWNER, then it is a condition of this Agreement that the work of execution, implementation, development and construction of the Residential Group Housing Colony and/or any other matter incidental to this Agreement shall not at any time or during execution, implementation, development and construction of the Residential Group Housing Colony or after the completion or on handing over possession to the intending purchasers/lessees/licensees/transferees etc., be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders and/or any direction of any competent authority(ies)/any Government Authority(ies).

Provided that in the event there is any dispute or disagreement with respect to the Said Licensed Land and/or any part or portion thereof and/or land forming the subject matter of the Said TDR Certificates and/or the Said TDR Certificates and an adverse order of injunction is passed by court of law or any direction of any competent authority which affects the execution, implementation, development and construction of the Residential Group Housing Colony, marketing and/or sale of the Residential Group Housing Colony and/or otherwise dealing with the Residential Group Housing Colony or part thereof, the OWNER will attempt and make an endeavour to resolve the same expeditiously. During this period of operation of adverse order of injunction or of any competent authority, the obligations of the DEVELOPER shall remain suspended till such time that the dispute /disagreement is satisfactorily resolved and addressed, so as to not to hamper and/or otherwise affect execution, implementation, development and construction of the Residential Group Housing Colony and due delivery thereof and such period shall stand excluded from the purview of the tenure for the due performance by the DEVELOPER of its obligations under this Agreement.

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73. That in case any liability of any nature is directly fastened on the OWNER/its intending buyers/lessees/licensees/transferees etc. of apartments forming part of the OWNER's Allocation in Residential Group Housing Colony (before or after completion of construction) on account of any lapse/non-compliance with applicable laws, statutory provisions, departmental guidelines, applicable laws/contractual breach of the DEVELOPER of its obligations under this Agreement, in that event the DEVELOPER shall be liable to indemnify and hold harmless the OWNER, its officers, employees, shareholders, directors and affiliates as well as and the intending buyers/lessees/licensees/transferees etc. and to pay the actual damages, losses, costs and expenses sustained by the OWNER and /or intending buyers/lessees/licensees/transferees etc. of whole or part of the units/Saleable Areas and other areas, etc. of the Residential Group Housing Colony in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016.
74. That conversely, the DEVELOPER hereby agrees that in case any claim is made by a person in relation to the Residential Group Housing Colony claiming rights through or in trust for the DEVELOPER or staking any hostile claim against the DEVELOPER, before any court of law and on any ground whatsoever, it shall be the sole responsibility of the DEVELOPER to settle and satisfy the claims and secure the consent of such person(s).
75. In case the Residential Group Housing Colony or any part thereof or any apartment(s) is/are lost or stalled or abandoned or demolished on account of any defect in the construction carried out by the DEVELOPER and/or due to violation or noncompliance of Statutory provisions or any misrepresentation of the DEVELOPER and/or any adverse decision rendered in litigation and the same prevents the OWNER/ nominee(s) of the OWNER from selling or realizing the sales consideration of the Apartments forming subject matter of the OWNER's Allocation and/or delays the same and/or deprives the OWNER/its intending buyers/lessees/licensees/transferees etc. of apartments forming part of the Residential Group Housing Colony (before or after completion of construction), in that event the DEVELOPER shall be liable to indemnify and hold harmless the OWNER/ nominee(s) of the OWNER, its officers, employees, shareholders, directors and affiliates as well as and the intending buyers/lessees/licensees/transferees etc. and to pay the actual damages, losses, costs and expenses sustained by the OWNER and /or intending buyers/lessees/licensees/transferees etc. of whole or part of the units/Saleable Areas and other areas, etc. of the Residential Group Housing Colony in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016, in so far as the same is directly attributable to the acts of commission and/or omission on the part of the DEVELOPER.

If there be any claim, demand, tax, litigation of any nature whatsoever against the DEVELOPER, then it is a condition of this Agreement that the work of execution, implementation, development and construction of the Residential Group Housing Colony and/or any other matter incidental to this Agreement



shall not at any time or during execution, implementation, development and construction of the Residential Group Housing Colony or after the completion or on handing over possession to the intending purchasers/lessees/licensees/transferees etc., be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders and/or any direction of any competent authority(ies)/any Government Authority(ies).

Provided that in the event there is any dispute or disagreement with respect to the construction and/or any part or portion thereof and an adverse order of injunction is passed by court of law or any direction of the competent authority which affects the execution, implementation, development and construction of the Residential Group Housing Colony, marketing and/or sale of the Residential Group Housing Colony and/or otherwise dealing with the Residential Group Housing Colony or part thereof, the DEVELOPER shall resolve the same.

76. That in case any liability of any nature is directly fastened on the OWNER/its intending buyers/lessees/licensees/transferees etc. of apartments forming part of the OWNER's Allocation in the Residential Group Housing Colony (before or after completion of construction) on account of any lapse/noncompliance with applicable laws, statutory provisions, departmental guidelines, applicable laws/contractual breach attributable to the DEVELOPER in that event the DEVELOPER shall be liable to indemnify and hold harmless the OWNER, its officers, employees, shareholders, directors and affiliates as well as and the intending buyers/lessees/licensees/transferees etc. and to pay the actual damages, losses, costs and expenses sustained by the OWNER and /or intending buyers/lessees/licensees/transferees etc. of whole or part of the units/Saleable Areas and other areas, etc. of the Residential Group Housing Colony in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016.

COMPLIANCE WITH HARYANA REAL ESTATE REGULATION AND DEVELOPMENT ACT/RULES.

77. That DEVELOPER alone shall be responsible for the development of the Said Land and compliance of all applicable laws including the Real Estate (Regulation and Development) Act, 2016 (the RERA Act) read with Haryana Real Estate (Regulation and Development) Rules, 2017 (the HRERA Rules). The DEVELOPER shall be solely responsible for all approvals under the RERA Act and the HRERA Rules framed thereunder in respect of the Residential Group Housing Colony to be developed over the Said Licensed Land. The OWNER shall under no circumstances be held responsible for any non-compliance or for any violation of the provisions as contained in the RERA Act and the HRERA Rules framed thereunder. It is made clear that any proceedings instituted by any party(ies) against the OWNER 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.

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78. That no liability of any nature directly or impliedly arising out of any breach of any provision of law including but not confined to RERA Act or HRERA Rules shall be liable to be discharged by the OWNER.
79. That the DEVELOPER shall specifically mention in all documents of allotment/sale of apartments in the Residential Group Housing Colony, to be issued/executed/registered by it, that the construction/development/implementation of the Residential Group Housing Colony is to be undertaken exclusively by the DEVELOPER and nothing whatsoever in respect of the same including incurring of any expenditure would be required on behalf of the OWNER. It shall further be specifically mentioned in the aforesaid documents of allotment/sale of apartments in the Residential Group Housing Colony, to be issued/executed/registered by the DEVELOPER that no liability of any nature towards the customers would be liable to be discharged by the OWNER. Nothing contained in this clause shall apply in case the construction of the Residential Group Housing Colony is prevented or delayed due to any defect in title of the OWNER in the Said Land or the land forming subject matter of the Said TDR Certificates/the Said TDR Certificates due to any default or breach attributable to the OWNER.
80. That it is clarified that in the event the OWNER is confronted with a claim, of any nature, on account of any breach of the RERA Act or HRERA Rules or any other law in force, the DEVELOPER shall forthwith make good the loss to the OWNER such sums so as to enable the OWNER to meet the said claim including any legal fees that the OWNER may incur in defending the said claim except with respect to the OWNER's title to the Said Licensed Land and/or the title of the OWNER/nominee(s) of the OWNER with respect to the land forming subject matter of the Said TDR Certificates, as the case may be. The OWNER shall also not commit violation of provisions of RERA Act and the HRERA Rules.
81. That it has further been agreed between the Parties that the bank account (hereinafter referred to as "**Project Account**") in accordance with statutory requirements of RERA Act, shall be opened and operated by the DEVELOPER.
82. That it has further been undertaken by the DEVELOPER that all amounts relating to the Residential Group Housing Colony/areas therein including but not limited to Basic Sale Price (BSP), preferential location charges, interest, and other charges realised from prospective purchasers of units in the Residential Group Housing Colony shall only be deposited in a dedicated account to be opened and operated for the Residential Group Housing Colony as per applicable Policy/Real Estate (Regulation and Development) Act, 2016.
83. That it has been mutually agreed between the Parties that as per Real Estate (Regulation and Development) Act, 2016/Haryana Real Estate (Regulation and Development) Rules 2017, the 70% component transferred from the Project Account shall only be used/utilized for carrying on construction of the Residential Group Housing Colony and for meeting various direct overheads of the development as permitted by Haryana Real Estate Regulatory Authority for

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Gurugram at Gurugram (“**HARERA**”) and for payment of amounts to the OWNER against sales made by the DEVELOPER of the OWNER’s apartments forming part of OWNER’s Allocation in the Residential Group Housing Colony by way of land cost. The said account has hereinafter been referred to as “**Construction/Land Cost Account**”. The concerned officials/consultants of the DEVELOPER as indicated in Real Estate (Regulation and Development) Act/Rules framed thereunder appointed by the DEVELOPER for the Residential Group Housing Colony shall certify that the 70% component of amounts realized from sale of OWNER’s allocation be released to the OWNER/ nominee(s) of the OWNER as the same is not to be used/utilized for construction/development of the Project in terms of this Agreement.

84. That the concerned officials/consultants of the DEVELOPER as indicated in Real Estate (Regulation and Development) Act/Rules framed thereunder appointed by the DEVELOPER for the Residential Group Housing Colony shall certify on every 15th day of each English calendar month that the amounts (if any) realized from sale of OWNER’s allocation in the preceding month be released to the OWNER/ nominee(s) of the OWNER as per RERA norms. Accordingly, the amounts (if any) realized from sale of OWNER’s allocation in the preceding month shall be released in each succeeding month to the OWNER/its nominee(s).
85. That the payment of amounts to the OWNER/ nominee(s) of the OWNER against sales made by the OWNER/ nominee(s) of the OWNER of apartments forming part of OWNER’s Allocation in the Residential Group Housing Colony by way of land cost shall be made by the DEVELOPER as expeditiously as legally permissible from deposit of such amounts in the Construction/Land Cost Account in accordance with RERA provisions.
86. The amounts deposited in the aforesaid bank accounts to the extent they have been realized from sale of allocation of the DEVELOPER shall be used and utilized by the DEVELOPER for raising construction of Residential Group Housing Colony and fulfilling its obligations as per License/sanctioned documents/Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder as well as for fulfilling its obligations as specified in this Agreement and/or required by law till obtaining of Completion Certificate and for no other purpose.
87. That the remaining 30% of all amounts received in the Project Account shall be transferred to a separate bank account to be opened by the DEVELOPER. The said account has hereinafter been referred to as ‘Surplus Account’. The transfer of 30% of the amounts received in the Project Account to the Surplus Account shall be made as per RERA guidelines.
88. That in the event of sale of any areas forming part of allocation of the OWNER, the instalment/payment received from the prospective purchaser shall be transferred back to the OWNER in its entirety. In case such payment has been split up and 70% of such payment has been deposited in the Project Account the

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same shall be forthwith transferred to the Surplus Account after furnishing of requisite certificate by the officials appointed by the DEVELOPER and thereafter the same shall be paid back to the OWNER immediately towards cost of land. It is further clarified that amounts received in respect of apartments forming part of OWNER's Allocation during the course of construction activity shall be released on periodic intervals of 30 (Thirty) days each.

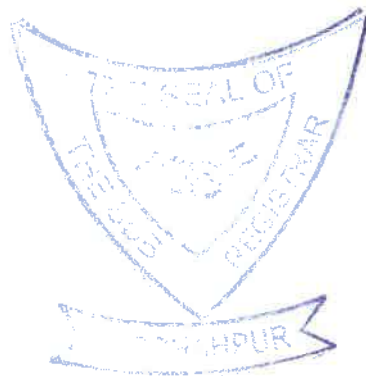
89. That regardless of deposit of the amounts realized from sale of OWNER's allocation in any bank account, the same shall not be utilized for raising of construction or for undertaking development or implementation of the Residential Group Housing Project by the DEVELOPER.
90. That notwithstanding the preceding clause, in case for any reason the amount realized from sale of OWNER's Allocation is not released in its entirety as mentioned in preceding clause in that event the 30% component deposited in the Surplus Account to the extent of amount received against the sale of OWNER's Allocation shall belong entirely to the OWNER and to be paid to the OWNER by the DEVELOPER on every 15th day of the succeeding month. This shall be applicable for each installment of consideration deposited in the Project Account by the prospective purchaser in respect of Apartments forming part of OWNER's Allocation. The payment to OWNER as contemplated hereinabove shall have precedence over any other payment required to be made by DEVELOPER except for GST which is to be remitted to the concerned statutory authority in respect of sold component of OWNER's Allocation as well as pass through charges as specified hereinafter.
91. That the parties specifically admit and acknowledge that all sales of constructed/unconstructed areas forming part of Residential Group Housing Colony, realisation of amounts from sale, construction of the project and its handover shall be done strictly in accordance with provisions of Real Estate (Regulation and Development) Act 2016 and Haryana Real Estate (Regulation and Development) Rules 2017 & Regulations as amended from time to time and all applicable statutes/departamental directions and bye laws.
92. That the DEVELOPER has further assured the OWNER that for the purpose of opening of bank accounts referred to above, copy of this Collaboration Agreement shall be made available to the concerned banker(s) and shall form part of the account opening documents submitted by DEVELOPER for opening the bank accounts.
93. That DEVELOPER further undertakes to furnish on the 7th day of each month the true and correct extract of its bank statement of the preceding month duly attested by its Company Secretary/Chief Financial Officer related to receipt of all payments from the prospective purchasers of all apartments in the Residential Group Housing Colony so as to enable the OWNER to scrutinize the deposits/withdrawal/operations of bank account(s) to be opened by DEVELOPER for the Residential Group Housing Colony. The OWNER shall confirm in writing the receipt of aforesaid statement on monthly basis from the

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DEVELOPER. In case the DEVELOPER defaults in handing over the true and correct extract of its bank statement duly attested by its Company Secretary/Chief Financial Officer as promised hereinabove on three occasions regardless of the fact as to whether the default is committed by the DEVELOPER for successive or intermittent months, the OWNER shall be entitled to approach the concerned banker directly and obtain attested copies of bank statements of the bank account(s) related to the project on the basis of covenants incorporated in this Agreement. The DEVELOPER shall not be entitled to create any hindrance or obstruction or to give any instruction to its banker to desist from releasing/handing over attested copies of bank statements of the bank account(s) related to the Residential Group Housing Colony.

INITIAL SALE OF A PART OF OWNER'S ALLOCATION.

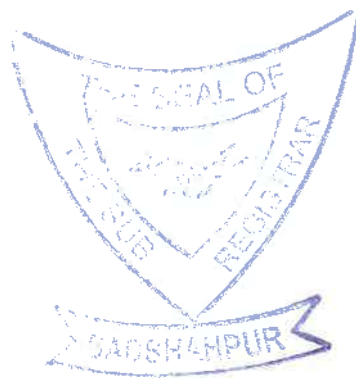
94. That the promotional campaign for the sale of apartments as well as advertisement for the same shall be planned and finalised by the DEVELOPER at its own cost and expense. The DEVELOPER at its absolute discretion shall proceed to appoint agencies/companies/individuals for undertaking the promotional/advertisement/marketing campaign for the Residential Group Housing Colony.
95. That the DEVELOPER shall compulsorily proceed to market/sell apartments measuring 2,00,000 (two lacs) sq. feet (Super Area) forming part of the OWNER's Allocation at the time of launch/commencement of sale of the Residential Group Housing Colony. The identity of apartments forming part of OWNER's Allocation which shall be marketed/sold by the DEVELOPER shall be provided in writing by the OWNER and the OWNER shall sign, execute and deliver all the necessary documents, authorisations, etc. as may be required by the DEVELOPER to enable the DEVELOPER and/or its nominee(s) to market, sell, etc. the apartments forming part of the OWNER's Allocation. The sale of aforesaid identified apartments shall be made by the DEVELOPER at a minimum selling price of Rs. 21,000/- (Rupees Twenty One Thousand Only) per square feet (Super Area) exclusive of GST. However, the OWNER shall be liable to pay to the DEVELOPER pass through charges not exceeding 6% of the sale consideration amount. The DEVELOPER shall not be entitled to demand or realize from the OWNER any amount over and above the 6% component of sale consideration amount referred to above for payment of pass through charges or expenditure of any nature incurred for sale of allocation of the OWNER and fulfilling other obligations relating to sale of apartments measuring 2,00,000 (two lacs) sq. feet (Super Area) forming part of OWNER's Allocation. The deduction shall be made against the payments realized from the prospective purchasers and entire pass through charges at the above agreed rate shall be deducted/adjusted in the following manner:-
- (i) 4% against the receipt of an aggregate 20% of the total sale consideration from the allottees/purchasers of the OWNER's Allocation.

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- (ii) 2% against the receipt of the next aggregate 10% of the total sale consideration from the allottees/purchasers of the OWNER's Allocation.

That notwithstanding the sale consideration amount of Rs. 21,000/- (Rupees Twenty One Thousand Only) per square feet (Super Area) exclusive of GST stipulated for apartments measuring 2,00,000 (two lacs) sq. feet (Super Area) forming part of OWNER's Allocation in the preceding paragraph of this Agreement, it is agreed and understood between the Parties that in case the DEVELOPER proceeds to launch the sale of apartments in the Residential Group Housing Colony at a price in excess of Rs. 21,000/- (Rupees Twenty One Thousand Only) per square feet (Super Area), in that event it shall proceed to sell the aforesaid area of the OWNER on such higher price at which the DEVELOPER is launching/selling the apartments. However, in such event also the pass through charges mutually agreed at 6% of the sale consideration shall be deducted by the DEVELOPER in the manner as stated in the preceding clause.

96. That the sale of apartments measuring 2,00,000 (two lacs) sq. feet (Super Area) forming part of OWNER's Allocation shall be made by the DEVELOPER compulsorily from the first total 5,00,000 Sq. Ft. to be sold by the DEVELOPER. Further, it is clarified, the first 5,00,000 Sq. Ft. of the saleable area to be sold by the DEVELOPER shall comprise of 2,00,000 Sq. Ft. of the OWNER's Allocation and 3,00,000 Sq. Ft. of the DEVELOPER on pro rata basis. The OWNER/nominee(s) of the OWNER shall not be entitled to make any sale directly beyond 2,00,000 (two lacs) sq. feet (Super Area) forming part of OWNER's Allocation for a period of 12 months from the date of registration of the Residential Group Housing Colony with HARERA. Thereafter, the OWNER/nominee(s) of the OWNER shall be at liberty to itself market/sell its remaining allocation in the Residential Group Housing Colony at its own end but the OWNER/nominee(s) of the OWNER shall not proceed to sell the same at a price lower than the then prevailing sale price of the DEVELOPER. the OWNER shall have the sole/absolute right to book, market and advertise, allot, sell, transfer, let out, deal with or retain the unsold component of the OWNER's Allocation in any manner deemed fit by it subject to the applicable law.

DELAY AND FORCE MAJEURE.

97. That in case the DEVELOPER is unable to complete the construction/development of the Residential Group Housing Colony within a period of 84 months (despite availing the grace period of six months) from the date of execution of present Agreement in that event the DEVELOPER shall be liable to pay compensation in respect of the OWNER's Allocation in the Residential Group Housing Colony relating to which occupation certificate has not been issued by DTCP within the stipulated period mentioned above.
98. That the compensation shall be paid by the DEVELOPER to the OWNER at the same rate as provided for allottees in the Real Estate (Regulation and

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Development) Act, 2016. The compensation payable to the OWNER shall be worked out/calculated against the value of unsold units of the OWNER as well as the sold units of the OWNER to the extent consideration has not been received by the OWNER. It is clarified that the payment of compensation at the aforesaid rate by the DEVELOPER to the allottees of the OWNER shall have no bearing on the distinct and separate liability of the DEVELOPER to pay compensation as provided above to the OWNER (limited only to unsold and retained) for delay in development/implementation of the Residential Group Housing Colony. The quantum of compensation mentioned above adequately covers the loss/damage which shall be sustained by the OWNER on account of the non-completion of the Residential Group Housing Colony within the stipulated period and the DEVELOPER shall not be liable to pay any other additional compensation, claim, demand etc. to the OWNER under any other provision of law for the aforesaid non completion of the Residential Group Housing Colony within agreed timelines and the compensation stated above shall be in full and final settlement of all the claims, demand etc. of the OWNER in this regard. Compensation at the aforesaid rate shall be liable to be paid by the DEVELOPER to the OWNER till such time the entire Residential Group Housing Colony is completed in terms of this Agreement i.e. upon issuance of Occupation Certificate by DTCP for the Residential Group Housing Colony and offer of possession of the OWNER's Allocation in its entirety by the DEVELOPER.

99. That Force Majeure for the purpose of this Agreement shall mean any event or circumstance or a combination of events or circumstances set out hereinafter or the consequences thereof which affect or prevent the DEVELOPER from performing its obligations in whole or in part under this Agreement and which event or circumstance is beyond the reasonable control and not arising out of the fault of the DEVELOPER and the DEVELOPER has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care and has a material adverse effect on the transaction as contemplated between the Parties herein:

- a. Acts of God such as fire, flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, tsunamis, landslides, lightning explosions, whirlwind, cyclone etc. or other catastrophes, which stop the execution, implementation, development and construction of the Residential Group Housing Colony;
- b. Radioactive contamination, ionizing radiation;
- c. Epidemic, famine, other epidemic quarantine which results in imposition of lockdown by State Government/Central Government; An act of war, armed conflict or act of foreign enemy, embargo, riot, rebellion, insurrection, nuclear blast or explosion, politically motivated sabotage or civil commotion which results in stoppage of work of construction/development/implementation of the Residential Group Housing Colony;

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- d. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the OWNER, the DEVELOPER, as the case may be, in any proceedings for reasons other than failure of the OWNER, the DEVELOPER, as the case may be, or any Person claiming through or under them to comply with the Applicable Law(s), Approval(s) etc. which results in stoppage of work of construction, development, implementation of the Residential Group Housing Colony.
100. That the pre-estimated compensation amount mutually agreed between the Parties shall be pro rata paid by the DEVELOPER separately to the OWNER and also distinctly to the individual prospective purchasers of apartments forming part of allocation of the OWNER in the Residential Group Housing Colony. The compensation amount shall be paid each month in advance on or before the 10th day of each English calendar month. In the event of there being any delay on the part of the DEVELOPER in payment of compensation amount, interest at the rate of 18% per annum shall be liable to be paid by the DEVELOPER to the OWNER.
101. That the DEVELOPER shall continue to pay the aforesaid amount to the OWNER for an initial period of six months of delay. Thereafter, the penalty amount shall be enhanced by 10% for the next six months and similarly, the penalty amount shall continue to escalate at the same rate after every interval of six months.

ENFORCEMENT AND OTHER CLAUSES.

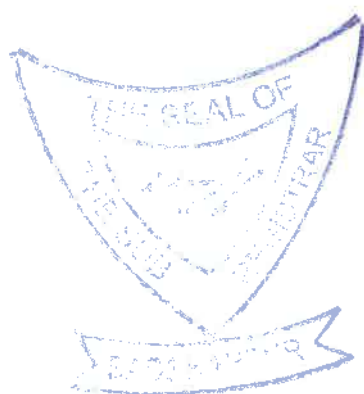
102. That since considerable expenditure, efforts and expertise are involved in obtaining the license for the proposed Residential Group Housing Colony by the OWNER and the further execution, implementation, construction and development to be undertaken by the DEVELOPER, it is the condition of this Agreement that after execution of this Agreement the OWNER/its nominee(s) or its legal heirs, successors etc. will not cancel or back-out and or withdraw from this Agreement during the period of its subsistence. In such eventuality, the DEVELOPER besides its other rights and remedies will be entitled to get the said Agreement fulfilled/ enforced through a suit for specific performance at the cost and risk of the OWNER. In an eventuality, where the DEVELOPER does not fulfill its obligation as mentioned in this Agreement, OWNER besides its other rights and remedies will be entitled to get the said Agreement fulfilled/ enforced through a suit for specific performance at the cost and risk of the DEVELOPER.
103. That the OWNER and the DEVELOPER shall be responsible and liable in respect of Income-tax, GST and/or other statutory liabilities as far as their respective share/allocation of the project and/or sale proceeds thereof is concerned.

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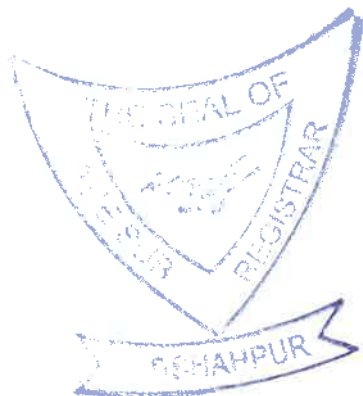
104. That the Parties hereto have agreed and undertaken to pay and bear the applicable taxes on their respective shares/entitlements and also have agreed to undertake and pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.
105. That upon asking/advice of the DEVELOPER, the OWNER undertakes to execute all documents/agreements of assurances that may be necessary to be given and vouched safe to the purchasers/allottees of apartments in the Residential Group Housing Colony at the cost and expenses of the said allottees/purchasers. Same shall be done by the DEVELOPER as well in case it is called upon by the OWNER to execute any documents/agreements for sale of apartments allocated to the OWNER in the Residential Group Housing Colony at the cost and expense of the OWNER.
106. That this Agreement is not and shall not, however, be deemed to be 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.
107. That the Parties hereto have agreed and undertaken to perform their part of 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 effects to the terms of this Agreement.
108. That any relaxation and/or delay and/or indulgence and/or forbearance shown by the parties in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other contracting party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of any party to this contract in any manner whatsoever. No waiver on the part of any party to this contract of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
109. That this Agreement overrides and supersedes all prior discussions and correspondence and contracts 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 DTCP and the Parties thereto.
110. That the Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh shall exclusively have the jurisdiction to deal with and decide all matters/disputes directly or impliedly arising out of or concerning this Agreement.
111. That all costs of stamping, engrossing and registration of this Agreement shall be borne entirely by the DEVELOPER. Any previous liability towards stamp

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charges/registration charges and/or towards DTCP, Chandigarh shall be borne by the OWNER alone.

112. The DEVELOPER shall be responsible for the compliance of all terms and conditions of license/provisions of Act 8 of 1975 (Haryana Development and Regulation of Urban Areas Act, 1975) and Rules 1976 (Haryana Development and Regulation of Urban Areas Rules, 1976) till the grant of final completion certificate to the colony or till it is relieved of the responsibility by DTCP, Haryana, whichever is earlier.
113. This Agreement shall remain irrevocable and the terms and conditions of this Agreement cannot/shall not be altered/modified, without obtaining prior approval of DTCP, Haryana. Both Parties to this Agreement shall be entitled to get the same enforced at the cost and expense of the defaulting party.
114. That all notices and other communications under this Agreement shall be made in writing and delivered by Speed Post/courier of repute at the notified addresses of the Parties mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first mentioned above.

For V.A. AGRICULTURE PVT. LTD.

OWNER

M/s. V. A. Agriculture Private Limited,
through its duly authorized person Mr. Vikas Bajaj


Director/Auth. Signatory

DRAFTED BY
As per Instruction Given
By Both Parties
BHAL SINGH (ADVOCATE)
GURUGRAM



For ELAN ENCLAVE PRIVATE LIMITED

DEVELOPER

M/s. Elan Enclave Private Limited,
through its duly authorized person Mr. Gaurav Khandelwal


Authorised Signatories

WITNESSES:

Signature: 	Signature: 
Name:	Name: Rajat Sharma
S/o/D/o/W/o: IDENTIFIED BY	S/o/D/o/W/o: Raju Niwas Sharma
Address: After Seen Aadhar/I.D. Card of Parties (Not Responsible if ID is not Genuine) BHAL SINGH (ADVOCATE) GURUGRAM	Address: 83 Lok Nayak A partment Sec 9 Rohini, Delhi
I.D. No.:	I.D. No.:



DDO Code: 0368		E - CHALLAN		Candidate Copy	
Government of Haryana					
Valid Upto:		24-07-2024 (Cash)		*0119093347*	
		18-07-2024 (Chq/DD)			
GRN No.:		0119093347		Date: 17 Jul 2024 10:56:06	
Office Name: 0368-SDM BADSHAHPUR					
Treasury: Gurgaon					
Period: (2024-25) One Time					
Head of Account			Amount ₹		
0030-03-104-99-51 Fees for Registration			50003		
PD AcNo 0					
Deduction Amount: ₹				0	
Total/Net Amount: ₹				50003	
₹ Fifty Thousands Three Rupees					
Tenderer's Detail					
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: Elan Enclave private Limited					
Address: Office at 15F Two Horizon Center Dlf Phase 5 Sec 43 Gurugram -					
Particulars: Registration Fee					
Cheque-DD- Detail: Depositor's Signature					
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		CPADZLRYL0			
Payment Date:		17/07/2024			
Bank:		SBI Aggregator			
Status:		Success			

DDO Code: 0368		E - CHALLAN		AG/ Dept Copy	
Government of Haryana					
Valid Upto:		24-07-2024 (Cash)		*0119093347*	
		18-07-2024 (Chq/DD)			
GRN No.:		0119093347		Date: 17 Jul 2024 10:56:06	
Office Name: 0368-SDM BADSHAHPUR					
Treasury: Gurgaon					
Period: (2024-25) One Time					
Head of Account			Amount ₹		
0030-03-104-99-51 Fees for Registration			50003		
PD AcNo 0					
Deduction Amount: ₹				0	
Total/Net Amount: ₹				50003	
₹ Fifty Thousands Three only					
Tenderer's Detail					
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: Elan Enclave private Limited					
Address: Office at 15F Two Horizon Center Dlf Phase 5 Sec 43 Gurugram -					
Particulars: Registration Fee					
Cheque-DD- Detail: Depositor's Signature					
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		CPADZLRYL0			
Payment Date:		17/07/2024			
Bank:		SBI 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

V A AGRICULTURE PVT. LTD.

Regd. Office: H-340, L-G/F, New Rajinder Nagar, New Delhi-110060

CIN: U01119DL2003PTC121735, Telephone No.: 011-23520185

E-mail: vaagriculture@rediffmail.com

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF V A AGRICULTURE PRIVATE LIMITED HELD ON TUESDAY, 25TH DAY OF JUNE, 2024 AT 03:30 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT H-340, L-G/F, NEW RAJINDER NAGAR, NEW DELHI-110060

PRESENT:

1. Mr. Vikas Bajaj, Chairman and Director;
2. Mr. Rohit Kaushal, Director

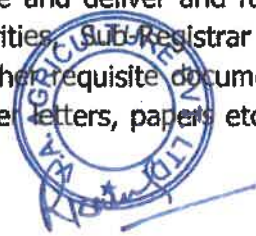
WHEREAS the meeting of Board of Directors of the Company held and the Chairman of the meeting, Mr. Vikas Bajaj apprised the Board regarding the matter relating to the execution and signing of Collaboration Agreement to be entered by the Company (hereinafter called the "Owner") with M/s. Elan Enclave Private Limited having its registered and corporate office at 15th Floor, Two Horizon Centre, DLF Phase V, Sector-43, Golf Course Road, Gurugram, Haryana-122002 (hereinafter called the "Developer") for construction and development of Group Housing Colony on the land of the Company admeasuring to 47 Kanals 00 Marlas (5.875 Acres) situated in Sector-49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana on such terms and conditions as mentioned in the draft Collaboration Agreement placed before the Board and duly initialed by the Chairman for the purpose of identification.

He further asked the Board to suggest the name of suitable person(s) for the purpose of signing and execution of said agreement on behalf of the Company.

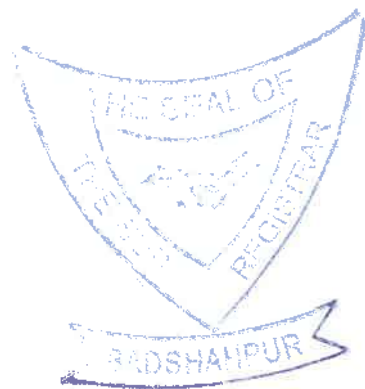
After deliberations/discussions, the Board finalized the name of Mr. Vikas Bajaj and passed the following resolution, unanimously:

"RESOLVED THAT that the consent of Board of Directors of the Company be and is hereby accorded to enter into a collaboration agreement with M/s. Elan Enclave Private Limited having its registered and corporate office at 15th Floor, Two Horizon Centre, DLF Phase V, Sector-43, Golf Course Road, Gurugram, Haryana-122002 (hereinafter called the "Developer") for the and in relation to construction and development of the Group Housing Colony on the land of the Company admeasuring to 47 Kanals 00 Marlas (5.875 Acres) situated in Sector-49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana in terms of license bearing no. 50 of 2019 dated 07.03.2019 granted by DTCP and also to grant powers and authorizations in favour of the Developer and its nominees for undertaking the development and construction in terms of the Collaboration Agreement;

RESOLVED FURTHER THAT Mr. Vikas Bajaj s/o Shri P L Bajaj R/O C-89 SF BLOCK C, Mansarovar Garden, Ramesh Nagar, New Delhi 110015 the Authorized Signatory of the Company be and is hereby authorized to sign, execute and deliver and further to present for registration, before the concerned registering authorities, Sub-Registrar of Assurances the Collaboration Agreement, Power of Attorney and all other requisite documents and documents which are incidental and/or ancillary thereto and all other letters, papers etc. and to do all acts,



For V A AGRICULTURE PVT. LTD.



deeds and things as may be necessary for abovesaid purposes for and on behalf of and in the name of the Company;

RESOLVED FURTHER THAT Mr. Vikas Bajaj , be and is hereby further authorized to appear before the concerned office of Sub-Registrar, Gurugram to present for registration, admit the execution and to get the said Collaboration Agreement, Power of Attorney registered and to do all such acts, deeds and things as may be deemed necessary and incidental in relation thereto;

RESOLVED FURTHER THAT Mr. Vikas Bajaj , be and is hereby further authorized to handover the possession of the land forming subject matter of the Collaboration Agreement to the Developer as per the terms and conditions of the Collaboration Agreement and to sign, execute and deliver all other documents for and in relation to and for the intent and purposes of the construction and development of the licensed group housing colony on the land admeasuring to 47 Kanals 00 Marlas (5.875 Acres) situated in Sector-49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana [license bearing no. 50 of 2019 dated 07.03.2019 granted by DTCP];

RESOLVED FURTHER THAT this resolution is confined for the aforesaid purpose only and any other work/activity by Mr. Vikas Bajaj can be carried out only with the prior written consent of the Board of the Directors of the Company;

RESOLVED FURTHER THAT any of the Directors of the Company is authorized to provide a certified copy of this resolution to any person/party/institution whenever required on behalf of the Board of Directors."

Certified true copy

For **V A AGRICULTURE PRIVATE LIMITED**



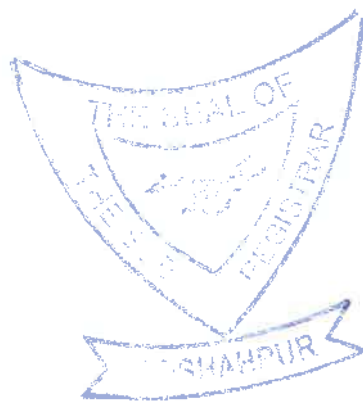
Rohit Kausbat
(Director)

DIN: 01295014

Date: 25.06.2024

Place: New Delhi

A handwritten signature in blue ink, appearing to be 'Vikas Bajaj', located to the right of the stamp.





ANNEXURE - B

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE BOARD MEETING OF M/S ELAN ENCLAVE PRIVATE LIMITED HELD ON 26TH JUNE 2024 AT 11:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 15TH FLOOR, TWO HORIZON CENTRE DLF PHASE V SECTOR 43, GOLF COURSE ROAD GURUGRAM GURGAON HR 122002

AUTHORIZATION TO MR. GAURAV KHANDLWAL TO SIGN, EXECUTE AND REGISTER THE COLLABORATION AGREEMENT AND POWER OF ATTORNEY WITH REGARD TO LAND ADMEASURING 5.875 ACRES SITUATED IN SECTOR 49, GURUGRAM MANESAR URBAN COMPLEX, TEHSIL & DISTRICT GURUGRAM, HARYANA

"RESOLVED THAT consent of the Board of Directors of the Company be and is hereby accorded to enter into a Collaboration Agreement with M/s. V A Agriculture Private Limited (PAN: AABCV8222D) (CIN: U01119DL2003PTC121735) for the development of a Group Housing Colony on the Licensed Land bearing Rectangle No. 33, Killa No. 5/2 (4-2), 6 (4-2), 15 (2-6), Rectangle No. 34, Killa No. 1/1 (4-14), 10/1 (1-3), 1/2 (4-12), 10/2 (0-9), 10/3 (6-4), 11 (5-10) in total admeasuring 33 Kanals 2 Marlas situated in the revenue estate of Village Fazilpur Jharsa, Sub-Tehsil Badshahpur, and Rectangle No. 19, Killa No. 5 (3-14), 6 (4-14), Rectangle No. 20, Killa No. 1/1 (1-14), 1/2 (3-16) in total admeasuring 13 Kanals 18 Marlas situated in the revenue estate of Village Ghasola, Sub-Tehsil Badshahpur in total admeasuring 47 Kanals 00 Marlas (5.875 Acres) situated in Sector 49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana and forming subject matter of Licence bearing no. 50 of 2019 dated 07.03.2019 for residential Group Housing Colony.

RESOLVED FURTHER THAT Mr. Gaurav Khandelwal (DIN: 06789603), Director of the Company be and is hereby authorized to sign, execute and register the Collaboration Agreement, Power of Attorney and any other document/letters/papers and to do all such acts/things which may be necessary for above said purpose for and on behalf of Company.

RESOLVED FURTHER THAT Mr. Gaurav Khandelwal (DIN: 06789603), Director of the Company be and is hereby further authorized to take possession of Land along with original title documents as may be required and necessary for and on behalf of Company, with regard to the said land measuring 5.875 Acres situated in Sector 49, Gurugram Manesar Urban Complex, Tehsil & District Gurugram, Haryana.

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary."

For ELAN ENCLAVE PRIVATE LIMITED


Akash Kapoor
Director
DIN: 02958550


Authorized Signatories

For ELAN ENCLAVE PRIVATE LIMITED

ELAN ENCLAVE PRIVATE LIMITED

Registered Office: 15th Floor, Two Horizon Centre, DLF Phase 5, Sector 43,
Golf Course Road, Gurugram - 22002, Haryana, India
Tel: 01242191100 Email: info@elanprivate.com Web: www.elanprivate.com

ANNEXURE-C

FORM LC -V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 50 of 2019

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to V.A Agriculture Pvt. Ltd., 5948, Room No. 3, Basti Harphool Singh, Sadar Thana Road, Sadar Bazar, New Delhi-06 for setting up of a group housing colony under TOD policy over an area measuring 5.875 acres in the revenue estate of village Fazilpur Jharsa & Ghasola, Sector 49, Gurugram -Manesar Urban Complex, District Gurugram.

1. The particulars of the land, wherein the aforesaid Group Housing Colony is to be set up, are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:-
 - a) That the licensee shall deposit the Infrastructure Development Charges in two equal installments. First installment will be due within 60 days of grant of license and second installment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.
 - b) That the licensee shall deposit balance 50% of the conversion charges, licence fee and Infrastructure Augmentation Charges respectively in two equal instalment of 3 months each with normal interest of 12% p.a. and penal interest of 3% for the delayed period, through online payment in favour of Director, Town & Country Planning, Haryana, payable at Chandigarh and abide by the policy dated 26.12.2018 and sub-sequent amendments.
 - c) That the licensee shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - d) That the licensee shall construct at their own cost, or get constructed by any other institution or individual at its cost, schools, hospitals, community centres and other community buildings on the lands set apart for this purpose, in a period as may be specified, and failing which action as per the Act / Rules shall be initiated. The land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such-land to any person or institution including a local authority, for the said purposes, on such terms and conditions, as it may deem fit.
 - e) That the licensee shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
 - f) That area coming under the sector road/green belt which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards covered area is being granted, shall be transferred to the Govt. free of cost.
 - g) That licensee shall integrate the services with Haryana Shahari Vikas Pradhikaran as and when made available.


Director
Town & Country Planning
Haryana, Chandigarh

For V.A. AGRICULTURE PVT. LTD.

For ELAN ENCLAVE PRIVATE LIMITED


Authorized Signatories

- h) That no other application has been submitted for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act, 1963.
- f) That the licensee understand that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- j) That NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India shall be obtained before execution of development works at site.
- k) That the licensee shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by Haryana Urban Development Authority.
- l) That clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law shall be obtained.
- m) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- n) That the instructions issued by Haryana Renewable Energy Development Agency in respect of making provision of Solar Energy Plant etc. in the licensed colony shall be followed.
- o) That only LED lamps fitting for internal lighting as well as campus lighting shall be used.
- p) That the licensee shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/ Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- q) That compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975 shall be submitted and account number and full particulars of the scheduled bank wherein company have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of internal Development Works in the colony shall be informed.
- r) That the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010 shall be paid.
- s) That no sale of applied land has taken place after submission of license application.
- t) That pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched shall be kept.
- u) That licensee shall construct and allot EWS category flats as per departmental policy dated 08.07.2013 and as amended from time to time.
- v) That licensee shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licensee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.

For V.A. AGRICULTURE PVT. LTD.


Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorised Signatories



- w) That licensee shall specify the detail of calculations per Sqm/per sq ft, which is being demanded from the flat/shop owners on account of IDC/EDC, if being charged separately as per rates fixed by Govt
- x) That licensee shall not pre-launch/sale of flats/commercial space before the approval of building plans.
- y) That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- z) That the licensee shall comply all the terms & conditions as stipulated in the notification regarding TOD policy dated 09.02.2016 and its corrigendum dated 16.11.2016 and amendment of zoning regulations of the Development Plan - GMUC dated 24.01.2017 shall be complied with.
- aa) That you shall not obtained the compensation amount of the Awarded land falling in Khasra No. 33//15 min measuring 0.09375 acres (0-15M) and transfer the said land to NHAI free of cost.
3. The licence is valid up to 06/03/2024.



(K. Makrand Pandurang, IAS)
Director,
Town & Country Planning
Haryana, Chandigarh

Dated: 07/03/2019,
Chandigarh

Endst. No. LC-3122-JE (SK)-2019/ 6689-6704 Dated: 07-03-2019

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

1. V.A Agriculture Pvt. Ltd., 5948, Room No. 3, Basti Harphool Singh, Sadar Thana Road, Sadar Bazar, New Delhi-06 alongwith a copy of agreement, LC-IV Bilateral agreement & Layout Plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
5. Managing Director, MVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HSVP, Gurugram.
9. Chief Engineer, HSVP, Gurugram.
10. Superintending Engineer, HSVP, Gurugram along with a copy of agreement.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurugram along with a copy of agreement & Layout Plan.
15. Chief Accounts Officer (Monitoring) O/o DTCP, Haryana.
16. Accounts Officer, O/o Director, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.

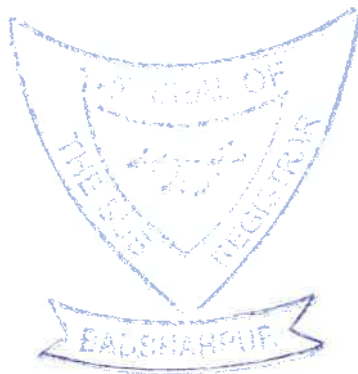

(Narender Kumar)
District Town Planner (HQ)
For Director, Town & Country Planning,
Haryana, Chandigarh

For V.A. AGRICULTURE PVT. LTD.

For ELAN ENCLAVE PRIVATE LIMITED


Director/Authorised Signatory


Authorised Signatory



To be read with Licensedated2019

Detail of land owned by V.A. Agriculture Pvt. Ltd:

Village	Rect No	Killa No	Area (K-M)
Fazilpur Jharsa	33	5/2	4-2
		6	4-2
		15	2-6
	34	1/1	4-14
		10/1	1-3
		1/2	4-12
		10/2	0-9
		10/3	6-4
		11	5-10
		19	5
Shirsola	19	6	4-14
		20	1-14
	20	1/2	3-16

Total

47-0

For V.A. AGRICULTURE PVT. LTD.

Ray
Director/Auth. Signatory

Or 5.875 Acres

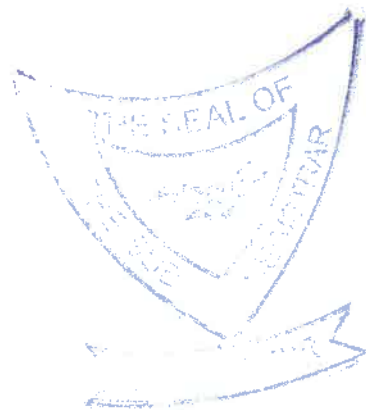
ML
Town & Country Planning
Haryana
(Signature)

For ELAN ENCLAVE PRIVATE LIMITED

(Signature)
Authorised Signatories







'ANNEXURE-E'

LIST OF TITLE DOCUMENTS OF THE SAID LAND / THE SAID LICENSED LAND

S. No.	Document No.	Remarks
1.	Registered Sale Deed bearing Vasika No. 6654 dated 25.08.2003.	Original with OWNER
2.	Registered Sale Deed bearing Vasika No. 6333 dated 20.08.2003.	Original with OWNER
3.	Registered Sale Deed bearing Vasika No. 6334 dated 20.08.2003	Original with OWNER
4.	Registered Exchange Deed dated 05.07.2013 bearing Vasika No. 8582 dated 05.07.2013.	Original with HSVP
5.	Registered Sale Deed dated 20.08.2003 bearing Vasika No. 6335 dated 20.08.2003.	Original with OWNER
6.	Registered Sale Deed dated 18.08.2015 bearing Vasika No. 12111 dated 18.08.2015	Original with OWNER

For V.A. AGRICULTURE PVT. LTD.


Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorized Signatories

TENTATIVE SPECIFICATIONS OF APARTMENT

LIVING/DINING/ FOYER/ LOUNGE/PASSAGE	
Floor	Imported Marble/ Engineered Stone or Equivalent
Wall	Premium Grade Acrylic Emulsion Paint Finish with Gypsum Plaster
Ceiling	Premium Grade Acrylic Emulsion Paint Finish with Gypsum Plaster
BED ROOMS	
Floor	Engineered Wooden Flooring or Equivalent
Wall	Premium Grade Acrylic Emulsion Paint Finish with Gypsum Plaster
Ceiling	Premium Grade Acrylic Emulsion Paint Finish with Gypsum Plaster
TOILETS	
Floor	Premium Quality Vitrified/Anti Skid Tiles/Equivalent
Wall	Combination of Premium Vitrified Tiles with Gypsum Plaster & Acrylic Emulsion
Ceiling	Moisture Resistant False Ceiling with Acrylic Emulsion Paint
Fixtures/Fittings	Shower Partition Vanity with Marble/Granite countertop or Equivalent and mirror Geyser (A.O. Smith/Venus/Racold or Equivalent Make)
Sanitary ware	Duravit/ Kohler/Jaquar or Equivalent Make
CP Fittings	Duravit/ Kohler/Jaquar or Equivalent Make
Toilet Accessories	Grohe/Kohler or Equivalent Make
KITCHEN	
Floor	Premium Quality Vitrified/Anti Skid Tiles or Equivalent
Wall	Combination of Premium Vitrified Tiles/ Lacquered Glass Backsplash & Acrylic Emulsion
Ceiling	Premium Grade Acrylic Emulsion with Gypsum Plaster
Counters	Granite/Engineered Stone Countertop or Equivalent
Fixtures/Fittings	Sink – Double Bowl – (Franke/Jayna or Equivalent Make) Faucet (Grohe/Kohler/American Standard or Equivalent Make)
BALCONIES	
Flooring	Premium vitrified tiles/equivalent
UTILITY BALCONY	
Floor	Superior quality Vitrified/ Anti Skid Tiles or Equivalent
Wall/Ceiling	Gypsum Plaster with Acrylic Emulsion Paint/External Grade Putty and Exterior Weather Shield or Equivalent
UTILITY ROOM	
Floor	Vitrified Tiles or Equivalent
Wall	Gypsum Plaster with Acrylic Emulsion
Ceiling	Gypsum Plaster with Acrylic Emulsion
UTILITY TOILET	
Floor	Vitrified Tiles or Equivalent
Wall	Combination Of Vitrified Tiles With Gypsum Plaster & Acrylic Emulsion
Ceiling	Moisture Resistant False Ceiling with Acrylic Emulsion Paint
Sanitary ware and CP Fittings	Roca/Hindware or Equivalent Make
DOORS	
Main door	Hardwood/Engineered Door Frames with Laminated Flush Door in High Gloss Finish or Equivalent
Internal doors	Hardwood/ Engineered Door Frames with laminated Flush Doors or Equivalent

For V.A. AGRICULTURE PVT. LTD.


Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED


Authorized Signatory

EXTERNAL GLAZING	
Windows/Glazing	Anodised Aluminium Frames/Powder Coated Aluminium/UPVC Glazing
Balcony Railing	Modern glass railing / SS balustrade glass railing
AIR CONDITIONING	
	Energy efficient VRV/VRF Air conditioning system with centrally treated fresh air
GENERAL ITEMS	
Fixtures/Fittings	Switches (Havells/Northwest/Schneider or Equivalent Make) Ceiling Fans (Crompton/Havells/Orient or Equivalent Make)
LIFT LOBBY	
Floor	Imported Marble/Engineered stone/equivalent
Wall	Combination of Marble/Wallpaper/Plaster Paint

For V.A. AGRICULTURE PVT. LTD.

Director/Auth. Signatory

For ELAN ENCLAVE PRIVATE LIMITED

Authorized Signatories

