

751
15-7-2016

Sale of Immovable Properties

**Indian-Non Judicial Stamp
Haryana Government**

Date : 15/07/2016

Certificate No. SAO2016G3

GRN No. 19823439

Stamp Duty Paid : ₹ 1240650
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Mascot Infrabuild Privatelimited
H.No.: 116
City: Gurgaon
E-mail: ravinder.kumar@abl.in
Others: Shack infrastructure pvt ltd

Floor: SI
District: Gurgaon
Phone: 8800333378

Street : I
State : Haryana

Buyer / Second Party Detail

Name : Dream Buildcreations Company
H.No. : 116
City : Gurgaon
E-mail : ravinder.kumar@abl.in
Others :

Floor : SI
District : Gurgaon
Phone : 8800333378

Street . I
State : Haryana

Purpose : Collaboration Agreement

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

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Bawal on this July day of 15th, 2016.


BETWEEN

M/s Dream Build Creations Company ., a company duly registered under the Companies Act 1956, having it's registered office at Shop No-GF 116-G, Sushant Shopping Arcade Building, Sushant Lok, Phase-I, Gurgaon, Haryana-122002 and acting through its Partner Mr. Vivek Purohit S/o Prakash Chandra Purohit, hereinafter referred to as "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's legal representatives, nominees, successors and assigns) of the **FIRST PART**

AND

M/s Mascot Infrabuild Pvt. Ltd., a company duly registered under the Companies Act 1956, having it's registered office at Shop No-GF 116-G, Sushant Shopping Arcade Building, Sushant Lok, Phase-I, Gurgaon, Haryana-122002 and acting through


M/s Dream Build Creations Company


Partner

For Mascot Infrabuild Pvt. Ltd.


Authorized Signatory

For Shack Infrastructure Private Limited


Authorized Signatory

प्रलेख नः 751

दिनांक 15/07/2016

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील बावल	गांव/शहर हरचन्दपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 4,962,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,240,650.00 रुपये
स्टाम्प न. SAO2016G3	स्टाम्प की राशि 1,240,650.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये

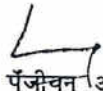
Drafted By: BS Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 15/07/2016 दिन शुक्रवार समय 16:58:00 बजे श्री/श्रीमती/कुमारी M/s Dream Build Creations
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी गुडगांव द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता


 उप/संयुक्त पंजीवन अधिकारी
 बावल


श्री M/s Dream Build Creations Company thru बजरिये विवेक पुरोहित पार्टनर(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी बजरिये राजेश्वर सिंह Auth.Singh. दख्खेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने
 सुधक समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खेदार ने मेरे समक्ष पेशकर्ता
 को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी रामनाथ नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बावल
 व श्री/श्रीमती/कुमारी रविन्द्र पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रणधीर सिंह निवासी झज्जर ने की।

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

दिनांक 15/07/2016


 उप/संयुक्त पंजीवन अधिकारी
 बावल

its Authorized Signatory Mr. Rajeshwar Singh S/o Mahabir Singh, 4002/4237 Share and M/s Shack Infrastructure Pvt. Ltd. a company duly registered under the Companies Act 1956, having its registered office at Shop No-GF 116-G, Sushant Shopping Arcade Building, Sushant Lok, Phase-I, Gurgaon, Haryana-122002 and acting through its Authorized Signatory Mr. Vivek Purohit S/o Prakash Chandra Purohit, 235/4237 Share (jointly and severally hereinafter referred to as the 'Land Owners', which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors, nominees and assigns) of the **SECOND PART**

The 'Land Owner' and 'Developer' are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owners have represented that they are the absolute Owners in physical possession of total land measuring 39 Kanal 14 Marla (4.9625 acre), in village Harchandpur Tehsil Bawal District Rewari. Land detail is attached as **Annexure-1**, hereinafter referred to as "the said Land" and shall form part of this agreement.

AND WHEREAS the shares of the said Land of the Land Owner is as per Jamabandi for the year 2011-2012 of the revenue estate of village Harchandpur Tehsil Bawal, District Rewari. The Land Owners have represented that they have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature.

AND WHEREAS the Developer is a reputed real estate firm and holds sufficient expertise in the development of Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc.

AND WHEREAS the Land Owners are now desirous of utilizing the said Land for development of integrated township but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct integrated township on the said Land as per the agreed share given herein to the Land Owner.

AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, as follows

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

M/s Dream Build Creations Company



Partner

For Mascot Infrabuild Pvt. Ltd.



For Shack Infrastructure Private Limited



Authorized Signatory

1. The said Land

- a) The Land Owner has represented that he has un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature. The Developer however, reserves its right to carry on due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.
- c) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities, the said Land shall become available for construction of integrated township/Commercial building(s).
- d) The Land Owner agrees that he shall upon signing of this Agreement, handover the true copies of the Jamabandi/Intkals in support of his title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration

In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

- a) The Developer agrees to pay to the Land Owners nonrefundable security at the rate of Rs 1000000/- (Rupees Ten Lac only) per acre as interest free refundable security deposit, being part consideration which will be paid in the following manner:-

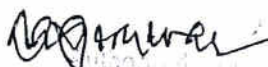
Sr. No.	Name	Cheque No.	Date	Amount	Bank Name
1	Mascot Infrabuild Pvt. Ltd.	080315	28-06-16	4687261/-	IDBI Bank Sikanderpur Gurgaon
2	Shack Infrastructure Pvt. Ltd.	080317	28-06-16	275239/-	IDBI Bank Sikanderpur Gurgaon

M/s Dream Build Creations Company




Partner

For Mascot Infra Build Pvt. Ltd.



For Shack Infrastructure Private Limited



Authorized Signatory

- b) The developer shall allot 45% of the developed area to M/s Mascot Infra build and 5% of the developed area to M/s Shack Infrastructures Pvt. Ltd. and remaining 50% shall be retained by the developer against consideration of overall development and allied expenses.
- c) That upon signing of this agreement the Land Owner shall deliver the possession of the said land to construct security and site office on the said land and developer will undertake and complete the security measures of the said land at its cost.
- d) The Developer agrees that Land Owner will cultivate and reap the seasonal crops on the said land without causing any hindrance and obstacle to the site and security office of the developer.
- e) That after receipt of Letter of Intent as and when developer notified the land owner about receipt of Letter of Intent in that event land owner shall not cause or make any agricultural activity on the said land and land owner shall not claim anything from the developer for the existing crops.

3. Possession of the said Land

- a) The Land Owners have on this day handed over the symbolic possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement.
- b) The physical possession of the said Land, once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his own cost and risks and after the handing over of the possession of the said Land to the Developer, the same shall not be disturbed by the Land Owner or any person claiming under them for any reason whatsoever. Any hindrance or interference by the Land Owner or anyone claiming under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this Agreement in such an event the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

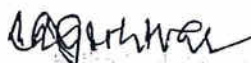
4. Authorizations

The Land Owner undertakes to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to make representation regarding the said land and submit all such applications and to follow up on his behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit.

M/s Dream Build Creations Company



Partner



For Shack Infrastructures Private Limited



Authorized Signatory

The Land Owner agrees to execute and register such Power of Attorney(s) in favour of the Developer and/or its nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

5. Land free of charges & liens


- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that he/they has/have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of License by the Government for development / construction over the said Land. The Land Owner agrees that he shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of issue of the License.

6. The Time frame


- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. when the Land becomes licensable as per the existing norms subject to due diligence to be carried out by the Developer.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas shall be offered within a period of 60 months from the date of transfer of the said Land or receiving of the license, whichever is

M/s Dream Build Creations Company


Partner



For Shack Infrastructure Private Limited


Authorized Signatory

later, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of his obligations under this Agreement or due to any misrepresentation by the Land Owner, then in that event the said period of delay shall be excluded from the aforesaid period. Further, the Land Owner hereby agrees to allow 6 months grace period for the handing over of possession of the allotted areas.


7. Transfer of License and Title of the Land

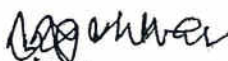
- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner in consultation with developer may apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner will be thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within one year or as mutually agreed between the parties from the date of grant of No Objection Certificate/ Permissions. The Developer will pay to the Land Owner consideration calculated at the applicable circle rate for the said Land at the time of execution and registration of the Sale Deed for the said Land in favour of the Developer.
- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 365 days from the date of grant of No Objection Certificate / Permissions from appropriate authorities as aforesaid, the Developer shall be entitled to get the Sale Deed(s) executed and registered, in it's favour, through court of Law at the cost and expenses of the Land Owner.
- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer.

8. Transfer of Built up Area


- a) The Developer shall have the right, including but not limited to, to develop, construct, sell & market the integrated township on the said Land, including it's own land, if any, and the land of other land owners as it may acquire or collaborate for, receiving all the required permissions, conversions, Licenses, sanctions, clearances, etc. from the competent authorities and getting the sale deed(s) executed and registered in respect of the said Land in its favour, at it's own costs. It is hereby clarified that the Land Owner shall not be liable to incur any

M/s Dream Build Creations Company


Partner



For Shack Infrastructure & Power Limited

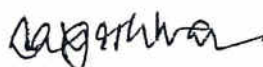

Authorized Signatory

costs, investments or expenses for obtaining any permissions and/or licenses & sanctions.


- b) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- c) The Developer shall endeavor to allot in favor of the Land Owner exact allocation of the allotted area, however, if due to the sizes of the plots/units in the scheme, the exact agreed allotted area cannot be allotted, in that event, the Land Owner shall pay prevailing sale price for the plotted area allotted in excess of its allocation. In the event of the plotted area being allotted to the Land Owner is less than the area to be allotted to the Land Owner the Developer shall be entitled to refund at the prevailing sale price of the plotted area, and thereafter the Land Owner shall not have any claim left for that area. The location of the said allotted area will be determined by the Developer in consultation with the Land Owner but in no event the Land Owner shall be entitled to claim the plotted area in excess of its allocation as a matter of right.
- d) Subject to clause (d) above, the Developer shall within five years of the sanction of the building/layout plans execute Buyers Agreements (**Buyers Agreement**) in favour of the Land Owner and/or its nominees for the allocation of Land Owner share in the total plotted area in the integrated township and thereafter the relationship between both the Parties with respect to said share of Land Owner shall be governed by the said Buyers Agreement.
- e) That the External Development Charges and Infrastructure Development Charges shall be borne by the Developer. However, it is agreed that if on the request of the Land Owner, the allotted area is directly allotted and conveyed in favour of his nominee(s) within a period of five years from the date of allotment, the said nominee(s) shall be liable to pay all the EDC, IDC and other charges as payable directly to the Developer. The expenses for the registration and execution of the Sale Deeds with respect to the said allotted area (units) in favour of the nominees of the Land Owner shall be borne by the said nominees only. It is further agreed that after a period of five years from the grant of Licence, if any allotted area/ unit still remains to be finally transferred to the Land Owner after direct allotment to the said nominees, the Land Owner shall get the balance allotted area (units) conveyed in its own favour after bearing the expenses for the registration and execution of the Sale Deed/s with respect to the same. It is hereby specifically agreed between the parties that if any

M/s Dream Build Creations Company


Partner



For Shack Infrastructure Private Limited


Authorized Signatory

charges are levied by the Authorities after the issuance of Occupation Certificate, the same shall be payable by the Land Owners and / or its nominees, as the case may be with respect to their respective shares.

- f) After completion of the development of the Integrated township, the same shall be maintained by an arrangement as decided by the Developer subject to the provisions of Laws applicable to Haryana and compliance of all statutory regulations, as may be applicable from time to time.
- g) The Developer shall file, as and when required, its required statements with the competent authorities with regard to the development of the said land.

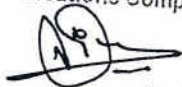
9. Disputes/Claims on the title of the Land Owner

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the representations made by the Land Owner or which is likely to cause any defect in the title of the Land Owner, it shall be the responsibility of the Land Owner to cure such defects at their own costs.
- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

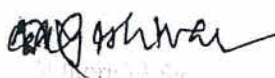
11. Right to sell


- a) The Developer shall at its own costs draft all the documentation(s), leaflets, brochures, advertisements, etc. for the sale of allotted areas which shall be including but not limited to Buyers Agreement or any

M/s Dream Build Creations Company


Partner

For Shack Infrastructure Private Limited




Authorized Signatory

other document but subject to such modifications/amendments as may be deemed necessary by the Developer.

- b) The Land Owner hereby unconditionally accept & agree to execute/use the documentation drafted by the Developer, as stipulated above, for the sale/resale of the areas under its allotment subject to compliance of all regulations as may be applicable.
- c) It is agreed that within ninety days of the sanction of the license or the commencement of marketing of the developed areas, whichever is earlier, the Developer shall demarcate the allotted areas, i.e. the areas to be allotted to the Land Owner.

12. Force Majeure Conditions

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond it's reasonable control, the causes being (i) acts of God (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling it's obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:
 - i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
 - ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and it's consequences and commencement of it's obligations affected by the force majeure event.

13. Undertaking of the Land Owner

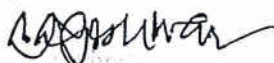
The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owner further agrees and undertakes :-

M/s Dream Build Creations Company



Partner

M/s Shree Krishna Private Limited



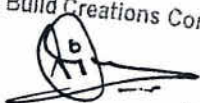
For Shree Krishna Private Limited



Authorized Signatory

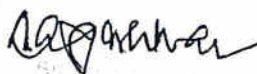
- a) that from the date of the execution of this Agreement, the physical possession of the said Land shall be handed over to the Developer, subject however to all the terms, conditions, covenants and stipulations of this Agreement and in particular clause 3(b) contained hereinabove and upon handing over of the possession thereof by the Land Owner to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon.
- b) to execute a special power of attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.
- c) to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign / execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities.
- d) not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates, release of bank guarantees and refunds, etc.
- e) to bear and pay all taxes including wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc. as may be charged/ levied by Government/ Semi-Government/Local bodies in respect of the Land Owner share. Wherever the Land Owner has entered into an agreement to sell/lease his share, the Land Owner shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- f) not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the construction works on the said Land and / or conveyance / transfer of the said Land or the said buildings on the said Land in terms of this Agreement. Further, the Land Owner shall not do or cause to be done any damage to the reputation and goodwill of the Developer.

M/s Dream Build Creations Company



Partner

For Shakti Infrastructure Private Limited



Authorized Signatory

- g) to render full assistance and cooperation to the Developer in completion of the construction works and all its other obligations under this Agreement.
- h) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- i) to abide by the laws of the land and any local enactments including laws applicable to Haryana, if made applicable to building(s) on the said Land and any other law that may become applicable in future with respect to the said Land or the buildings on the said Land.
- j) to abide by the Building Plans, Design and Specifications of the construction works as may be finalized by the Developer and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- k) that during the subsistence of this Agreement, the Land Owner shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. the Land Owner shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever.
- l) that he shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- m) that he shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handing over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.
- n) In the event the said allotted area is conveyed to the Land Owner by way of sale deed(s) the Land Owner shall be liable to pay the stamp duty & registration charges in respect thereof.

14. Undertakings of the Developer

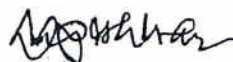
The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and

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Partner

For M/s Dream Build Creations Company



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fully performed/complied with and the Developer further agrees and undertakes :-

- a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- b) to identify and demarcate the Land Owner share as stipulated in clause 8(c) above.
- c) that it shall with it's own manpower/contractors and material and at it's own costs carry out and complete the development/ construction works on the said Land in accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed there under.
- d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement .
- f) to abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.

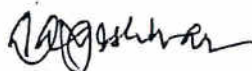
15. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.
- b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed Commercial units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers.


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- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and /or other rights appurtenant thereto including the right of easement.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.
- f) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either

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Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.

- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.
- k) That the original title documents of the said Land are hereby handed over to the Developer as a security for ensuring performance of Land Owner's obligations under this agreement.
- l) That after carrying out due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement / Addendum and the same shall form part and parcel of this Agreement.
- m) This agreement is irrevocable save and except in the circumstances specifically provided herein.

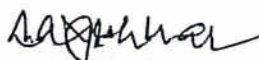
16. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-
 - (i) Any of the representations, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.
 - (iii) Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them
- b) The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of the following:

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- (i) Any of the representations, statements and assurances made by the Developer are found to be false, fraudulent or misleading.
- (ii) After transfer of the said Land and Licence in favour of the Developer, non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.
- (iii) subject to clauses herein above, any delay in construction and completion of the said buildings due to reasons solely attributable to the Developer.

17. Registration & Additional Clearances

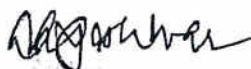
- a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.
- b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement.

18. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer, whose decision shall be binding on both the parties. The Land Owner hereby confirms that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.

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The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.

19. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows:

Land Owner

1. M/s Mascot Infrabuild Pvt. Ltd.,
2. M/s Shack Infrastructure Pvt. Ltd.

Having its registered office at
Shop No-GF 116-G, Sushant
Shopping Arcade Building,
Sushant Lok, Phase-I, Gurgaon,
Haryana-122002

Developer

M/s M/s Dream Build
Creations Company having
its registered office at Shop
No-GF 116-G, Sushant
Shopping Arcade Building,
Sushant Lok, Phase-I,
Gurgaon, Haryana-122002

20. Termination

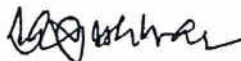
- a) The Parties herein agree that in terms of this Agreement, the Land Owner has taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to influence the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that he shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and other representations made by the Land Owner after carrying on due diligence, it shall terminate this Agreement by a written notice

M/s Dream Build Creations Company


Partner

For Shack Infrastructure Private Limited


Authorized Signatory



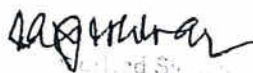
and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 30 days of the said written notice.

- b) The Parties further agree that in the event of (i) any default or act of omission or commission committed by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of his obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within its sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs incurred by the Developer in pursuance of its obligations under this Agreement, besides the loss of profit, and/or damages.
- c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's claims and in the event of failure on the part of the Land Owner to discharge this obligation successfully within a reasonable time, the Developer shall be entitled to recover all its claims by sale/appropriation of the said Land and / or the Land Owner share in the constructions and the Land Owner shall have no grievance in this regard.


M/s Dream Build Creations Company



Partner



For Shack Infrastructure Private Limited



Authorized Signator

21. Complete Understanding

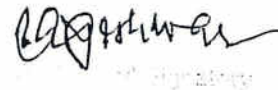
This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and displace all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 15th DAY OF JULY, 2016.

SIGNED AND DELIVERED by
Within named Land Owner

1. M/s Mascot Infrabuild Pvt. Ltd.
(Authorized Signatory)

For Mascot Infrabuild Pvt. Ltd.


Authorized Signatory

2. M/s Shack Infrastructure Pvt. Ltd.

(Authorized Signatory)

For Shack Infrastructure Private Limited



Authorized Signatory

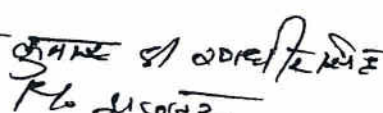
SIGNED AND DELIVERED by
Within named Developer
M/s Dream Build Creations Company
(Partner)

M/s Dream Build Creations Company



Partner

Witnesses:

1. 
21/07/2016

2. 
21/07/2016




Drafted By Me
Ch. BALVINDER SINGH
Advocate
Distt. Court, Rewari
15-7-16

Land Schedule village Harchandpur Tehsil Bawal District Rewari

Annexure-1

Sr. No.	Khewat No.	Rect. No.	Kila No.	Kanal	Marla	Owner
1	19/18	18	23/2	1	9	Mascot Infrabuild Pvt. Ltd. 4002/4237 Share, Shack Infrastructure Pvt. Ltd. 235/4237 Share
		23	3	8	0	
		23	8	8	0	
		23	9	8	0	
		23	10	8	0	
		24	6 Min	6	5	
		Total		39	14	4.9625 Acre

M/s Dream Build Creations Company

 Partner

For Mascot Infrabuild Pvt. Ltd.



For Shack Infrastructure Private Limited

 Authorized Signatory



पेशकर्ता



दावेदार



गवाह

पेशकर्ता	बजरिये विवेक पुरोहित पार्टनर		
दावेदार	बजरिये राजेश्वरसिंह Auth.Singh.		
दावेदार	बजरिये विवेक पुरोहित Auth.Sing		
गवाह	रामनाथ नेम्बरदार		
गवाह	रविन्द्र		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 751 आज दिनांक 15/07/2016 को बही न: 1 जिल्द न: 71 के पृष्ठ न: 40 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,183 के पृष्ठ सख्या 35 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 15/07/2016

उप/संयुक्त पंजीयन अधिकारी
बावल

SPA
↳

GPA

(POA)

sarika.

सैबा मै,

श्रीमान लहसामदार साहेब बहादुर,
लहसाम बाबल,
जिला रिवाडी

विषय :- लाईसेन्स नं: 100 (2017) दिनांक 23-11-17
को जानकारी फर्द में दर्ज कराने बारे

श्रीमान जी,

निवेदन इस प्रकार है कि प्राप्ति सम्पन्न
वैल्यूट/रवाता नं: 20/21 को अन्तर्गत मुस्ततल
नं: 17 जिला नं: 25 (2-12), 18 21 (7-11),
22 (7-11), 23/1 (6-2), 23/2 (1-9) 23 1 (8-0)
2 (8-0), 3 (8-0), 8 (8-0), 9 (8-0), 10 (8-0),
24 5 (4-10), 6 मिन (6-5) कुल जिला 13,
रवाता 84 कनाल 0 मरतो को जमाबन्दी सात
2016-17 को रुह से मालिक व एवाबज है।

Received To-day

20/11/2017 अराजा बाबल सिवाना मीजा हरचन्दप

W.B. लहसाम बाबल, जिला रिवाडी को अन्तर्गत

Tehsildar
Bawal माली है।

यह कि प्राप्ति सम्पन्ना ने उपरोक्त
अराजा कर एवाबज को जमावना बनाने बाबल

सरकार को निवेदन किया था। जिसके संदर्भ में सरकार ने लाईसेंस नं: 100 दिनांक 23/11/ को प्राप्ति सम्पन्न को प्रदान कर दिया है।
(लाईसेंस कि दायी प्राप्ति साथ संलग्न है)

अतः जमाब से निवेदन है कि उक्त लाईसेंस को हवाला फौद जमाबन्दा में दर्ज करवाने का कष्ट करें।

आपका आति धन्य होगा।

— उपप्रचार

जमाबन्दा

मंसज डीम सिविल प्रियेशन निवेदन
जमाबन्दा

आपकृत हस्ताक्षरकर्ता

दिनांक 20/07/2018