

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 11/10/2019

Certificate No. : GOK2019J1044

GRN No. : 58708288



Stamp Duty Paid : ₹ 4006000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Lalwani brothers buildcon llp

H.No/Floor: R649

Sector/Ward: Nil

City/Village: New delhi

District: Delhi

LandMark: New rajendra nagar

Phone: 0

State: Delhi



Buyer / Second Party Detail

Name: Sternal buildcon Private limited

H.No/Floor: 12

Sector/Ward: Nil

City/Village: New delhi

District: Delhi

LandMark: Dr gopal dass bhawan

Phone: 0

State: Delhi

Purpose: COLLABORATION AGREEMENT

7953

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

Type of Deed : Collaboration Agreement
Stamp Duty : Rs. 4006000/-
E-Stamp No.- : GOK2019J1044 dt. 11-10-2019
Pasting & Reg. Fees : 58748680/50005
Stamp Duty issued by - Online
Name of Village : Gadoli Kalan



COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** (hereinafter "Agreement") is made and executed at Gurugram on this 11th day of October 2019.

BY AND BETWEEN

M/s Lalwani Brothers Buildcon LLP, a LLP incorporated under the Limited Liability Partnership Act, 2008, having its office at R-649, Ground Floor, New Rajendra Nagar, New

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For Lalwani Brothers Buildcon LLP

Designated Partner/Authorised Signatory

For STERNAL BUILDCON PVT. LTD.
Director/Authorised Signatory

प्रलेख न:7953

दिनांक:11-10-2019

डीड संबंधी विवरण

डीड का नाम
AGREEMENT

COLLABORATION

तहसील/सब-तहसील कादीपुर

गांव/शहर गाडोली कलां

धन संबंधी विवरण

राशि 200266000 रुपये

स्टाम्प ड्यूटी की राशि 4005320 रुपये

स्टाम्प नं : G0T2019H1886

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:58748680

पेस्टिंग शुल्क 0 रुपये

DeficiencyStampno:
G0K2019J1044

DeficiencyGranno: 58708288

DeficiencyAmt: 4006000

Drafted By: SHIV KUMAR ADV

Service Charge:0

यह प्रलेख आज दिनांक 11-10-2019 दिन शुक्रवार समय 4:40:00 PM बजे श्री/श्रीमती /कुमारी MS LALWANI BROTHERS BUILDCON LLP thru BRIJESH KUMAR YADAVOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

MS LALWANI BROTHERS BUILDCON LLP

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS STERNAL BUILDCON PVT LTD thru DEVENDER AGGARWALOTHER पुत्र . हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी SHIV KUMAR पिता --- निवासी ADV GGM ने की।

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



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

For STERNAL BUILDCON PVT LTD.

Director/Authorised Signatory

Delhi -110060, through its authorized signatory vide resolution dated 17th September 2019, Mr. Brijesh Kumar Yadav S/o Natthu Singh R/o – R-649, New Rajinder Nagar New Delhi (Aadhar No. 5645 4843 3017) (hereinafter referred to as the **"OWNER"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART.

AND

M/s Sternal Buildcon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Dr. Gopal Das Bhawan 28 Barakhamba Road, New Delhi 110001, through its authorized signatory vide board resolution dated 04/09/2019, Shri Devender Aggarwal S/o Late Sh. Padam Chand Aggarwal R/o Unit No 201B, 2nd floor, Tower A Signature Tower, South City-1 Gurugram Haryana-122001 (Aadhar no. 5343 4370 0054) (hereinafter referred to as the **"DEVELOPER"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

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

The **Annexure** to the present Agreement and the **Recitals** here-in-under are an integral part of this Agreement.

AND WHEREAS the Owner is the absolute and lawfully recorded owner and in physical possession of the Land admeasuring 9.103 acres as per details provided in **Annexure – A** situated in Village Gadoli Kalan, Sector 37D, Tehsil and District Gurugram, Haryana (**"Said Land"**).

AND WHEREAS the Developer along with its associate companies contemplate to develop the said land by developing Residential/ Commercial Project (hereinafter **"Project"**) thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the competent authority.

AND WHEREAS the Owner is not fully equipped to execute and complete the work of development and construction of the proposed Residential/ Group Housing Colony/Plotted Colony and has approached the Developer who is engaged in the development and construction of various types of buildings and is well experienced in the line of business and as such the Owner wish to Collaborate with the Developer in the execution and completion of the said Project on the said land in terms of the license and approvals granted.

AND WHEREAS the Owner assure and declare that they he is the legal and absolute Owner of the said Land and have full rights to enter into this Collaboration Agreement with the Developer and there is no dispute / family dispute, litigation, charge, mortgage or any third party's interest of any nature whatsoever, disputes, notifications etc. except as disclosed.

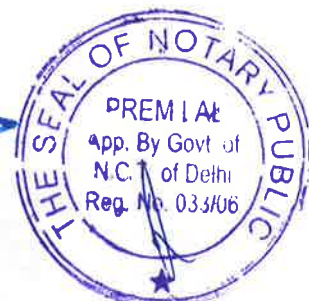
AND WHEREAS the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owner, has agreed to undertake the development, execution, marketing and completion of the said Project as may be licensed by the competent authority (hereinafter referred to as the **"said Project"**) on the said land on the terms and conditions hereinafter appearing here-in-under.

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For STERNAL BUILDCON PVT. LTD.

For Lalwani Brothers Buildcon LLP

Director/Authorised Signatory

Designated Partner/Authorised Signatory



Reg. No.

7953

Reg. Year

2019-2020

Book No.

1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru BRIJESH KUMAR YADAVOTHER MS LALWANI BROTHERS
BUILDCON LLP

दावेदार :- thru DEVENDER AGGARWALOTHERMS STERNAL BUILDCON PVT
LTD

गवाह 1 :- DEEPAK

गवाह 2 :- SHIV KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7953 आज दिनांक 11-10-2019 को बही नं 1 जिल्द नं 213 के पृष्ठ नं 30.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 705 के पृष्ठ संख्या 73 से 75 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 11-10-2019

उप/सयुंक्त पंजीयन अधिकारी (कादीपुर)



For STERNAL BUILDCON PVT. LTD.
Director/Authorised Signatory

NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-

1. That the subject matter of this Collaboration Agreement between the Owner and the Developer is the land admeasuring 9.103 acres as per details provided in Annexure – A situated in Village Gadoli Kalan, Sector 37D, Tehsil and District Gurugram. Haryana ("Said Land") to the present Agreement for utilizing the same for Development and construction of the said Project after obtaining all the permissions / License / CLU etc. required from the Competent Authority and getting the plans sanctioned/ approved from the concerned authorities.
2. That it is acknowledged and confirmed by the parties that the present Agreement is for development of the subject land and does not constitute sale of the land and hence the Owner shall continue to be the Owner of the subject land.
3. That the Owner further declares that notification u/s 4 or 6 of Land Acquisition Act has not been issued/published by the Government land acquisition Department in respect of the said Land.
4. That the Owner have declared and represented to the Developer that there are no disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim and litigations and acquisition, except mortgage/ charge/ encumbrance as disclosed and the Owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner.
5. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding (s) claim (s) taxes (s) etc. on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Developer and / or intending buyers of whole or part of the built / un-built areas of the Developer share, the Owner expressly agrees to keep the Developer and the intending buyers of whole or part of the Developer's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the Developer or the intending buyer may sustain or incur by reason of any case or cases whatsoever. In case the Owner's share is constructed, such losses, damages shall be first adjusted/recovered from the Owner's share of the area of project and or proceeds thereof under this Agreement.
6. That if, Owner's title or rights of possession are challenged in any court of law, thereby any claim, demand, tax litigation or any other court order of any nature whatsoever, as stated in preceding clause, then it is a condition of this Agreement that the work of development and / or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner

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For Lalwani Brothers Buildcon LLP

Designated Partner/Authorised Signatory

For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory





whatsoever. It is agreed that such claims, outstanding, demands, litigation and/ or courts decree shall only be met and satisfied out of Owner's share of the area of project and or proceeds thereof.

7. That at the desire of the Developer, the Owner shall execute General Power of Attorney (GPA) and/or Special Power of Attorney and / or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for all regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required the Owner have to sign the same to enable the Developer to obtain the necessary license/permission and complete the development of the said Project on the said land. The Owner shall sign the same without raising any objection in any manner whatsoever and within the stipulated period. If, at any stage, any previous Agreement / collaboration / development Agreement executed by the Owner with any third party or any advance taken by the Owner in relation to the said land or any part thereof is noticed and the project is delayed, then the time agreed for development shall be deemed as extended and it shall be sole obligation of the Owner to settle all such claim/claims at their own cost and the Owner do hereby keep the Developer indemnified against all such claims.
8. That the Owner further undertake that they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. except as disclosed and shall not create any obstruction or impediment in the development of the said kind of the 'Development'.
9. That the Developer, relying upon the aforesaid representations, assurances declaration and undertakings given by the Owner, undertakes to develop the said Land, at its own cost and expenses, and with its own resources after procuring/ obtaining the requisite Permissions / Licenses / CLU, sanctions and approvals from all Competent Authorities and thereafter to construct on the said Land, after getting the plans sanctioned / approval from the concerned authorities. The Owner agree in accordance with the terms and conditions herein recorded to place at the complete disposal of the Developer, the said Land, and to irrevocably vest in the Developer all discretion of the Developer for obtaining the requisite Permissions / License / CLU sanctions and approvals for development, construction and completion of the proposed said Project on the said Land.
10. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plan and the rules and by-laws of the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area.
11. That the Developer shall proceed to have suitable design, model and/ or plans prepared for the proposed said Project and get them approved / sanctioned from the Competent Authorities. For this purpose the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/ or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/ Licenses/

For Lalwani Brothers Buildcon LLP

Designated Partner/Authorised Signatory

For STERNAL BUILDCON PVT. LTD.

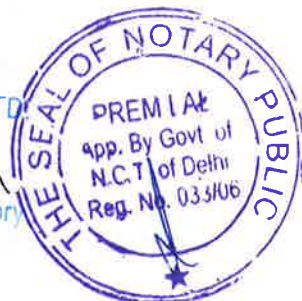
Director/Authorised Signatory





CLU, sanctions and approvals for the development and construction on the said Land, the proposed said Project in accordance with the applicable Zonal Plans. However, the Developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Developer desirable or necessary.

12. That the entire amount required for the cost of construction of the said Project including the charges and fees of the Architect (s), preparation of plans as also all other statutory fees and charges incidentals thereto shall be wholly to the account of the Developer.
13. That the consideration, to be given by the Developer to the Owner in respect of the rights granted to the Developer under this Agreement, shall be the duly constructed area to be provided to the Owner free of cost. The construction of the Owner's Allocation shall be carried out by the Developer at the cost of the Developer and the same shall belong to the Owner. In case if the Owner's desires that the Developer takes the marketing of the Owner's share of the area, then it shall be taken on such terms and conditions as may the Developer deem fit and proper. The Owner shall be provided first right to demarcate constructed area on account of Owner Allocation.
14. The Statutory Payments payable to the Government on account of External Development Charges (EDC) and Infrastructure Development Charges (IDC) shall be borne by the parties in following manner-
 - a. In case EDC/IDC is recoverable from the unit buyer it shall be the sole responsibly of the developer to collect and deposit the same to the Authority concerned.
 - b. In case EDC/IDC is non recoverable from the unit buyer it shall be borne by both the parties in proportion to their share as mentioned in this agreement.
15. That the Owner covenant with the Developer that Owner shall supply and provide all documentary evidence as may be required to be submitted to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and / or any other Authorities concerned with the matter and further that the Owner shall also sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
16. That the Owner shall render to the Developer all assistant necessary and undertakes to sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including Power of Attorney(s), as the Developer may require in its name for the purpose of submitting applications to the various authorities for requisition of License / CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of Developer's Allocation in the said Project building and for all purposes mentioned in the draft of Power of Attorneys approved by parties hereto till the duration and full implementation of this Agreement in all respects.
17. That the Owner shall assist the Developer to defend and otherwise respond to any proceeding(s) that may be initiated by any person(s) in regard to any portion of the



DDO Code: 0370 **E - CHALLAN** Candidate Copy
Government of Haryana

Valid Upto: 18-10-2019 (Cash)
12-10-2019 (Chq./DD)

GRN No.: 0058748680 Date: 11 Oct 2019 12:59:00

Office Name: 0370-NIAB TEHSILDAR HARSURU
Treasury: Gurgaon
Period: (2019-20) One Time

Head of Account	Amount	₹
0030-03-104-97-51 Pasting Fees	5	
0030-03-104-99-51 Fees for Registration	50000	
PD AcNo 0		
Deduction Amount: ₹	0	
Total/Net Amount: ₹	50005	
₹ Fifty Thousands Five Rupees		

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-
PAN No:
Tenderer's Name: Sternal Buildcon Private Limit
Address: New Delhi -
Particulars: Pasting registration Fees

Cheque-DD-
Detail:

Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 000150900064011102019
Payment Date: 11/10/2019
Bank: SBI Aggregator
Status: Success

DDO Code: 0370 **E - CHALLAN** AG/ Dept Copy
Government of Haryana

Valid Upto: 18-10-2019 (Cash)
12-10-2019 (Chq./DD)

GRN No.: 0058748680 Date: 11 Oct 2019 12:59:00

Office Name: 0370-NIAB TEHSILDAR HARSURU
Treasury: Gurgaon
Period: (2019-20) One Time

Head of Account	Amount	₹
0030-03-104-97-51 Pasting Fees	5	
0030-03-104-99-51 Fees for Registration	50000	
PD AcNo 0		
Deduction Amount: ₹	0	
Total/Net Amount: ₹	50005	
₹ Fifty Thousands Five only		

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-
PAN No:
Tenderer's Name: Sternal Buildcon Private Limit
Address: New Delhi -
Particulars: Pasting registration Fees

Cheque-DD-
Detail:

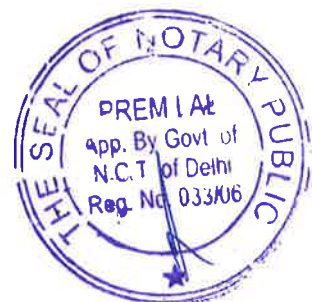
Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 000150900064011102019
Payment Date: 11/10/2019
Bank: SBI Aggregator
Status: Success

For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory



* 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.

said Land which may be instituted at any time hereafter before any Court or other authority and all costs in regard thereto shall be borne by the Owner if such proceeding pertains to the defect in Ownership or title of the Said Land.

18. Simultaneously, on signing of this Collaboration Agreement, the Owner have handed over the actual vacant physical possession of the said Land to the Developer for purposes of developing, construction and marketing the said Project agreed to be developed under these presents and to enable the Developer to discharge its part of obligations. It is clarified that on execution of this Agreement, the Developer shall be entitled to enter upon the said Land, survey the same and carryout the work of development, construction and completion of the said Project on the said land and put up their hoarding / sign boards at site to show its presence / interest in the said Land with the legend that the Project to be constructed, wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the Competent Authority and to have site office thereon. The handing over of the possession by the Owner to the Developer is irrevocable and the possession of the said land once delivered/handed over to the Developer for the purpose of the aforementioned project shall not be disturbed or interfered with by the Owner or his/their representative. Notwithstanding anything contained in this Agreement, the possession of the Said Land will be restored to the Owner if the Developer fails to obtain the eligibility confirmation / LC III from DTCP ("Eligibility Letter") by August 31, 2020 or such extended period as mutually agreed upon between the parties. To brief, the possession of the Said Land will remain with the Developer till the termination of this Agreement.

That this Agreement comprises the right of the Developer to build upon the Said Project in accordance with the terms of this Agreement and to own as property belonging to the Developer and/or to sell, book, dispose-off the built up/ un-built areas of the said project and to retain the sales proceeds thereof for its use, benefit and sole account as also the right to use the common areas and common facilities at the will of and at the sole discretion as may be decided by the Developer, from time to time, subject to the obligation of the Developer to share the revenue with the Owner, ("Owner's Entitlement") to be generated from the sale of the units in the proposed said project.

19. **REVENUE SHARE:** In consideration of the grant/transfer of the Development Rights by the Owners to the Developer, and the Developer undertaking the Project under the terms of this Agreement, it has been agreed between the Owners and the Developer to share the Gross Sales Revenue generated from the Saleable Area in the Project in the manner provided below

OWNER'S ENTITLEMENT	31% in the Gross Sales Revenue ("Owners' Entitlement") generated from the sale / allotment / lease or any other nature of the entire Saleable Area at the Project, and
DEVELOPER'S ENTITLEMENT	69% in the Gross Sales Revenue ("Developer's Entitlement") generated from the sale / allotment / lease of the entire Saleable Area at the Project

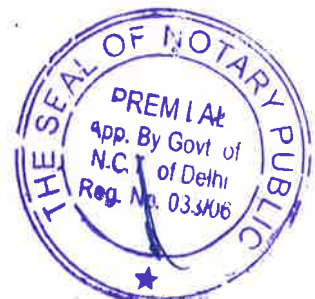
For Lalwani Brothers Buildcon LLP

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For STERNAL BUILDCON PVT. LTD.

Designated Partner/Authorised Signatory

Director/Authorised Signatory





It is agreed between the parties once the project is launched the developer entitlement shall be transferred to the owner quarterly based on actual receipt of the sale value of the project or in such manner as may be mutually decided.

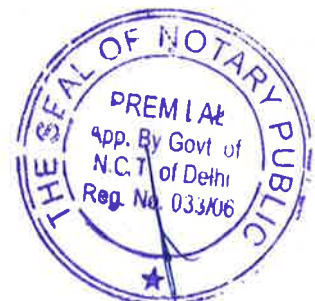
20. The Developer is also making the non-refundable deposit of Rs. 9,10,30,000/- (Rupees Nine Crores Ten Lacs Thirty Thousand Only) (subject to deduction of TDS) that will be adjusted from the Owners' Entitlement. The said amount is being paid to the Owners in equal proportion of their right in the land by the Developer by way of the following RTGS/NEFT mode details:

S.NO.	Cheque / UTR No. & BANK	AMOUNT
1.	000 915 HDFC Bank Ltd. N. Delhi	10,000,000
2.	000 914 HDFC Bank Ltd. N. Delhi	10,000,000
3.	000 913 HDFC Bank Ltd. N. Delhi	10,000,000
4.	000 912 HDFC Bank Ltd. N. Delhi	10,000,000
5.	000 911 HDFC Bank Ltd. N. Delhi	10,000,000
6.	000 910 HDFC Bank Ltd. N. Delhi	10,000,000
7.	000 909 HDFC Bank Ltd. N. Delhi	10,000,000
8.	000 904 HDFC Bank Ltd. N. Delhi	10,000,000
9.	000 916 HDFC Bank Ltd. N. Delhi	1,927,000
	TOTAL	81,927,000

21. In case the Developer fails to get the Eligibility Letter/LOI for the Project on account of non declaration of Residential Zone / non availability of density / FAR in the Sector or any other statutory terms and conditions and /or any reason beyond the control of the Developer, then the Developer may apply for the Commercial License or any other permissible usage duly approved by the competent Authorities provided such license/ approvals are obtained by August 31, 2020 or such extended period as agreed upon between the parties at the terms and conditions mutually agreed upon at that time by the parties.

Notwithstanding anything contained in this agreement and in supersession of any conflicting provision of this Agreement, in the event of failure of Developer getting any such Eligibility Letter/ LOI or Commercial License by August 31, 2020 or such extended period as mutually agreed upon between the parties, the agreement shall stand terminated and all rights and entitlements of the Said Land will be restored to the Owner. Upon termination of this Agreement as mentioned herein, the Parties will be discharged from their respective obligations as mentioned herein.

If the Developer is able to procure the Eligibility Letter/ LOI or Commercial License by August 31, 2020 then the Owner will have an option to sell the Said Land to the





Developer. If the Owner exercise such option then the Developer shall promptly and compulsorily purchase all or such portion of the Said Land for which the Eligibility Letter/ LOI or Commercial License has been obtained within 15 days of receipt of Eligibility Letter/ LOI or Commercial License (whichever earlier) from DTCP. For such purchase of all or part of the Said Land, the Developer shall pay to the Owners such price as mutually agreed between the Parties and the Owner (which shall not be less than the minimum price applicable as per law) and the Developer shall execute all documents, deeds, writings to acquire such portion of the Said Land from the Owner. Any Security deposit paid by the Developer may be adjusted towards the purchase price for such portion of the Said Land for which Eligibility Letter/ LOI or Commercial License has been obtained.

Notwithstanding the above, in the event the Developer has obtained the Eligibility Letter/ LOI or Commercial License from DTCP, Haryana in relation to the Said Land, then the Developer shall not be entitled to terminate this Agreement without purchasing all or such portion of the Said Land for which the Eligibility Letter/ LOI or Commercial License has been obtained and payment of the consideration for the same as provided herein.

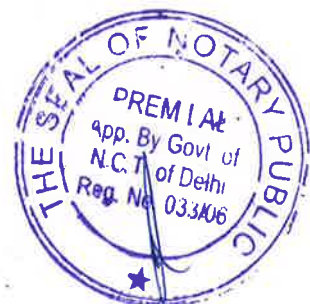
22. The Developer, at its absolute discretion, shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.
23. That the Owner shall, at its own will and discretion, authorize the Developer to book for sale/ sell/ lease the area to the prospective buyers/ tenants, in whole or in parts, on prevailing rates fixed by the Developer and to receive payments and issue receipts thereof on behalf of the Owner,
24. That the Developer shall commence and complete the construction of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct the said Project in accordance with the sanctioned plans and any modifications thereof as may become necessary during the progress of the work.
25. That based on this Agreement, the Developer shall be investing substantial amount in the project. It is clearly understood and agreed between the parties and thus forms the integral condition of this Agreement that after execution of this Agreement, the Owner / or their nominees or their legal heirs will not revoke, terminate, cancel or back out from this Agreement under any circumstances other than as provided for in the termination events set out in this Agreement. In such eventuality the Developer without prejudice to its other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of the Owner.
26. That the Developer shall be entitled for refund of all fees, Advance and other charges of whatsoever nature deposited by the Developer with various authorities for seeking various approvals etc. for the said Project and the Owner undertake to refund such amount to the Developer within 10 days of the receipt of such refund if such amount is refunded to the Owner.

For Lalwani Brothers Buildcon LLP

Designated Partner/Authorised Signatory

For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory





27. The Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rule and regulation as are in force or introduction from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of safety, resulting in injury or damage to workmen, plant and machinery or third party.
28. The Developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the Developer and Owner shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.
29. The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said Project and/or booking/allotment or sale / Lease of developed, built or un-- built areas of the said Project.
30. The Developer shall be entitled to retain or let out or allot or enter into Agreements for sale/ lease or to dispose of the built – up area of their respective share/ allocation to any party either in whole or in parts, to receive the payments thereof and to execute the necessary documents in favour of the such prospective allottees as stipulated herein. The Owner shall also join hands, if necessary, in executing the documents in favour of such prospective allottees of Developer's allocation and all receipts shall be issued for and on behalf of the Owner for Owner's allocation and the Developer conclusively thereby binding both the parties for the transaction. However, it is made clear that the financial liabilities will be of the party who receive any amount from the buyers, lessees or the tenants as the case may be in respect to their area allocation.
31. That the maintenance services of the Complex will always be vested with the Developer and / or an agency appointed by it and the Owner shall be liable to comply with all the terms and conditions of the Maintenance Agreement with the Developer and / or its appointed agency. After the occupation, the Buyers / lessees upon occupying their areas shall pay the prevailing maintenance charges including the deposits. The liability to pay the Maintenance Charges shall accrue from the date of deemed possession i.e. the date when the Developer give notice of possession of the proportionate area or part thereof.
32. That the Owner and the Developer shall be bound to comply with all the terms and conditions of Permissions/ Licenses/ Eligibility Letter/ LOI/Commercial License and Agreement with the Director, Town & Country Planning, Haryana/ Competent Authority/ Concerned Authority in respect of the said Project sought to be developed.
33. **OBLIGATION OF THE OWNER:**

It is agreed by and between the parties that the Owner shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:



- a. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this Agreement at its own cost and expenses.
- b. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- d. To permit the Developer to set up infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel duly authorised by Developer.
- e. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- g. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favour of Prospective buyers / tenants / Licensees for Developer's share of developed area.
- h. To execute and sign all necessary documents of transfer of the developed area/built up units including sale deed or Lease Deed in favour of Prospective buyers / tenants / Licensees for transfer of title of the developed area/built up Units of the Developers share upon completion of the Project.
- i. To defend, compromise & settle, all suits, proceeding and cases jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project.
- j. Not to enter into any Agreement or arrangement for the development of the said land except the Developers or its nominee(s).

For Lalwani Brothers Buildcon LLP

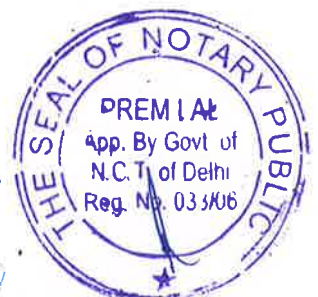
Designated Partner/Authorised Signatory

For STERNAL BUILDCON PVT. LTD.

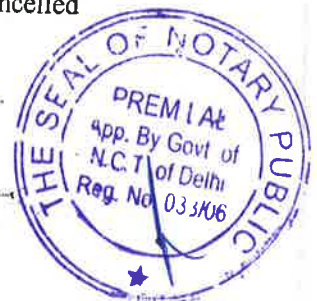
Director/Authorised Signatory



- k. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNER, the same will be returned by the OWNER to the DEVELOPER within 10 days of the receipt of the same and in the event of any delay beyond this period, the OWNER will pay interest @2% per month on the amount so received.
34. The parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
35. That the Agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto.
36. The Developer shall be entitled to market Project/building/project at their own cost. All costs on marketing, including advertisements, publicity shall be borne by the parties for their respective areas. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/ Sale Deed in favour of the buyers and if required by the Developer, the Owner shall become party to such Agreements/deeds.
37. This has been agreed between the parties that brokerage over the booking/ Sale of unit shall be paid in following manner by the parties in proportion to area under their allocation.
38. This has been agreed between the parties that brokerage, if incurred, over the booking/ Sale of unit shall be borne in following manner between the Parties.
- (I) In case of sale of affordable Group Housing units,
(a) Upto 1% (one percent) of brokerage, both parties will bear the brokerage in their revenue sharing ratio as mentioned above in clause 20.1 of this Agreement; and
(b) any incremental brokerage more than 1% (one) percent, will be solely borne by the Developer
(II) In case sale of Commercial Complex, both parties will bear the actual brokerage.
(III) In case sale of DDJY (Affordable Plotted) both parties will bear the actual brokerage.
39. All necessary documents/Agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including for maintenance of the buildings.
40. All the common areas and facilities of the project shall be maintained by the Developer and/or their Nominee/Maintenance Agency. All the buyers, shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges, replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers, as the case may be. The Owner shall also pay such charges accordingly in respect of their respective areas, if not sold or remaining unsold.



41. All type of rates, cess, tax liabilities or financial obligations with respect to the Project land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owner. The Owner shall keep the Developer fully indemnified against any such liability or financial obligation of the Owner. After taking over the possession of the respective allocated area, all taxes, charges, levies of any outflows in respect to the project/unsold areas shall be shared between the parties in proportion to the sharing of areas between them and these might be passed on to the buyers as may be decided by them for their respective allocation.
42. All taxes, levies such as Service Tax, and Works contract tax as may be applicable with regard to construction/development of the project upto the date of issuance of occupation certificate shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets has to be accounted for by the party independently without any liability of each other in this respect. The service tax, if applicable, over the Owner's share of the revenue shall be paid and borne by the Owner's alone.
43. During the period of construction till the date of occupancy of the project, the Developer shall be entitled to keep the building properly insured against fire, war, natural calamities, riots etc. and shall pay the premium for that purpose. The Allottee's of the sold area and the Developer and the Owner, in case of the unsold area shall proportionately bear the cost of such insurances.
44. It is agreed between the parties that the Developer is entitled to raise finance for the construction and development of the Project by creation of encumbrance over the subject land by way of mortgage, hypothecation or otherwise to which the land owner shall have no objection and shall execute necessary documents for creation of security in favour of the lenders.
45. That the Owner shall authorize or execute Power of Attorney in favour of Developer for the registration of sale deed in the office of registrar Gurgaon on their behalf for the area under Developer allocation and/ or the Owner themselves appear before the registrar at the time of registrations of sale deeds if so desired by the Developer and/or the Owner shall become party to such sale deeds.
46. That no changes, modifications or alterations to this Agreement shall be done without mutual consent of the parties in writing hereto.
47. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
48. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
49. That in pursuance of the obligations and parties hereto duly performing and observing all the covenants herein contained this Agreement shall not be revoked or cancelled



and shall be binding on both the parties and their successors, administrators, legal heirs, executors and liquidator.

50. That this Agreement is not and shall not, however, be deemed to be constructed 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.
51. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.
52. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owner shall not have any objection for the same.
53. That this Agreement shall always be subject to the usual force majeure circumstances. Notwithstanding anything to the contrary contained under this Agreement, it is specifically agreed between the Parties that any time taken by any Authority in granting any approvals, consents, plans, sanctions, licences etc. shall be excluded from the computation of any time in the completion of any work to be completed by the Developer and/or the obligations of the Developer under this Agreement.
54. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered between them of their free will.
55. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred Arbitration under the Arbitration and Conciliation Act, 1996 which shall consist of three Arbitrators. The Owner shall appoint one Arbitrator on his behalf and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator. The venue of arbitration shall be Gurugram. However, the work of development and / or completion of the said Project and / or any other matter incidental to this Agreement shall not at any time or during or after arbitration proceeding, be stopped, prevented, obstructed or delayed in any manner whatever. All the matters directly or impliedly concerning this Agreement shall be subject to the jurisdiction of Courts at Gurugram only.
56. All communications between the parties shall be sent through registered post at the Addresses of the Parties given below OR against receipt by hand AND a copy of the same must be sent via E-mail.
57. That the Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.

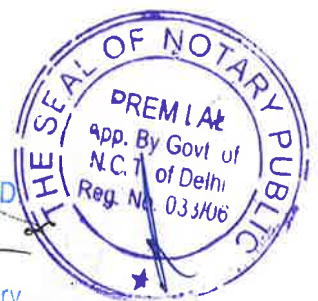
For Lalwani Brothers Buildcon LLP

Designated Partner/Authorised Signatory

Page 13 of 16

For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory





58. That this Collaboration Agreement will be irrevocable and no modification /alteration etc. in terms and conditions can be undertaken except after obtaining prior permission of DTCP, Haryana.

IN THE WITNESSES WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THESE PRESENT ON THE DAY, MONTH AND YEAR WRITTEN BELOW IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Signed & Delivered by the within named OWNER:

For M/s Lalwani Brothers Buildcon LLP

For Lalwani Brothers Buildcon LLP


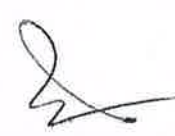
.....
Authorised signatory

Signed & Delivered by the within named DEVELOPER:

For Sternal Buildcon Pvt. Ltd.

.....
Authorised Signatory

Witnesses:

<p>Signature: </p> <p>Name: : Deepak Kumar</p> <p>S/o: Advocate</p> <p>R/o: Distt. Court, Gurugram</p>	<p>Signature: </p> <p>Name: : Shiv Kumar Singh</p> <p>S/o: Advocate</p> <p>R/o: Distt. Court, Gurugram</p>
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For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory



CERTIFIED TRUE COPY

PREM LAL
Notary Public

Chamber No. 118, Patiala House
New Delhi-110001
Ph. : 9818017970

13/10/2019

ANNEXURE-A

Details of the Said Land admeasuring 9.103 acres situated in Village Gadoli Kalan,
Sector – 37D, Gurugram.

S No.	Vendor Name	Khasra No.	B	B	B	Acres
1	Lalwani Brothers Buildcon LLP	128	4	17	0	3.0313
		352/124-125-126/2	4	9	1	2.783
		371-372/351/1 26-127/2	4	9	1	2.783
		371-372/351/1 26-127/1	0	3	19	0.1234
		352/124-125-126/1	0	3	19	0.123
		129/2/1	0	4	7	0.136
		129/1/1	0	3	19	0.1234
	Grand Total		12	48	66	9.103

Mutation no. 823 dated 11/10/2019

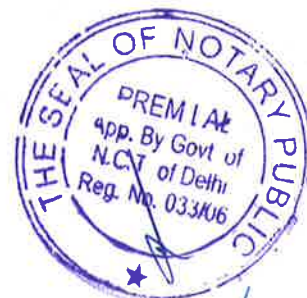
Signed & Delivered by the within named OWNER:

For M/s Lalwani Brothers Buildcon LLP
For Lalwani Brothers Buildcon LLP.



..... Designated Partner/Authorised Signatory
Authorised signatory

Signed & Delivered by the within named DEVELOPER:
For Sternal Buildcon Pvt. Ltd.

.....
Authorised Signatory

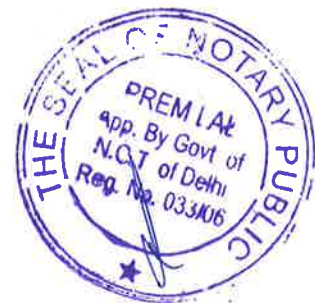


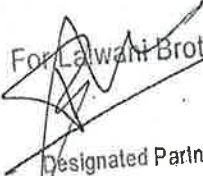
Witnesses:

<p>Signature:  Name: : <u>Deepak Kumar</u> S/o: <u>Advocate</u> R/o: <u>Gurugram</u></p>	<p>Signature:  Name: : <u>Shiv Kumar Singh</u> S/o: <u>Advocate</u> R/o: <u>Distt. Court, Gurugram</u></p>
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Drafted By
SHIV KUMAR SINGH
Advocate
Distt. Courts, Gurugram




For Lalwani Brothers Buildcon LLP
Designated Partner/Authorised Signatory


For S I E R N A L B U I L D C O N P V T . L T D .
Director/Authorised Signatory