



**Indian-Non Judicial Stamp
Haryana Government**



Date : 19/08/2019

Certificate No. GOS2019H1002

GRN No. 56279371



Stamp Duty Paid : ₹ 2932000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Sandeep Yadav

H.No/Floor: 6/7

City/Village: New delhi

Phone: 0

Sector/Ward: Nil

District: New delhi

LandMark: Shanti niketan

State: New delhi

Others: Balwant singh and s a propcon private limited



Buyer / Second Party Detail

Name: Sternal Buildcon Private limited

H.No/Floor: 12th

City/Village: New delhi

Phone: 98*****48

Sector/Ward: Nil

District: New delhi

LandMark: Dr gopal das bhawan

State: New delhi

Purpose: COLLABORATION AGREEMENT

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

Type of Deed : Collaboration Agreement

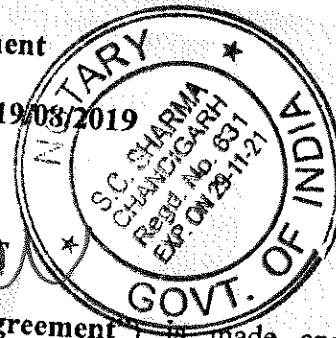
Stamp Duty : Rs. 29,32,000/-

E-Stamp No. and Date - GOS2019H1002 dt. 19/08/2019

Stamp Duty issued by -- Online

Name of Village - Dhorka

COLLABORATION AGREEMENT



This **COLLABORATION AGREEMENT** (hereinafter "Agreement") is made and executed at Gurugram on this 20 day of August 2019

BY AND AMONG

SANDEEP YADAV S/o BALWANT SINGH (B.S. Yadav) R/o 6/7, Shanti Niketan, New Delhi-110021 (hereinafter referred to as the "**Owner-1**", 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

BALWANT SINGH (B.S. Yadav) S/o Deep Chand R/o 6/7, Shanti Niketan, New Delhi-110021 (hereinafter referred to as the "**Owner-2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

[Signature]

[Signature]

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For STEER.../Authorised Signatory

Director/Authorised Signatory

प्रलेख न:2809

दिनांक:20-08-2019

डीड संबंधी विवरण

डीड का नाम

AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर

दोरका

धन संबंधी विवरण

राशि 146500000 रुपये

स्टाम्प नं : G0S2019H1002

रजिस्ट्रेशन फीस की राशि 50000 रुपये

स्टाम्प इयूटी की राशि 2000 रुपये

स्टाम्प की राशि 2932000 रुपये

EChallan:56487774

पेस्टिंग शुल्क 3 रुपये

Service Charge:200

Drafted By: Self

यह प्रलेख आज दिनांक 20-08-2019 दिन मंगलवार समय 3:02:00 PM बजे श्री/श्रीमती /कुमारी
SANDEEP YADAV पुत्र BALWANT SINGH BALWANT SINGH पुत्र DEEP CHAND MS S A PROP CON PVT LTD thru
SANDEEP YADAV OTHER कम्पनी . निवास 114 SEC 44 GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (हरसरु)
Harsaru (Gurgaon)

हस्ताक्षर प्रस्तुतकर्ता

SANDEEP YADAV BALWANT SINGH MS S A PROP CON PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी STERNAL BUILD CON PVT LTD thru DEVENDER AGGARWAL OTHER हार्
है । प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DHANANJAY SHUKLA पिता
GUPTESHWAR SHUKLA निवासी C 550 GALI 45 UTTAM NAGAR NEW DELHI व श्री/श्रीमती /कुमारी SHIV KUMAR
SINGH 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 ।
Harsaru (Gurgaon)

For STERNAL BUILD CON PVT. LTD.

Director/Authorised Signatory

AND

M/S S.A. PROPCON PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Plot No 114, Sector 44, Gurugram (hereinafter referred to as the "Owner-3", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **THIRD PART** through its Authorised Signatory Mr. Sandeep Yadav authorized by board resolution dated 12.08.2019

AND

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 (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) through its Authorised Signatory Mr. Devender Aggarwal authorized by board resolution dated 19.08.2019

The Owner-1, Owner-2 and Owner-3, collectively referred to as the "Owners".

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

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

AND WHEREAS the Owners are the absolute and lawfully recorded owner and in physical possession of the Land admeasuring 7.325 acres as per details provided in Annexure - A situated in Village Dhorka, Sector-95, Tehsil and District Gurugram ("Said Land").

AND WHEREAS the Developer along with its associate companies contemplate to develop the said land by developing Residential Group housing or affordable Group Housing/ 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 Owners are not fully equipped to execute and complete the work of development and construction of the proposed Residential Group Housing Colony or affordable Group Housing Colony/ Commercial project 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 are 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

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Balbir
Sandeep Yadav
For STERNAL BUILDCON PVT. LTD.
Director/Authorised Signatory

For STERNAL BUILDCON PVT. LTD.
Devender Aggarwal
Director/Authorised Signatory

Reg. No.

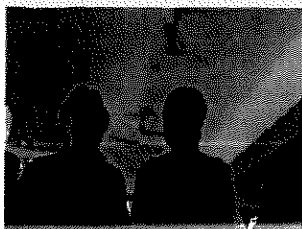
Reg. Year

Book No.

2809

2019-2020

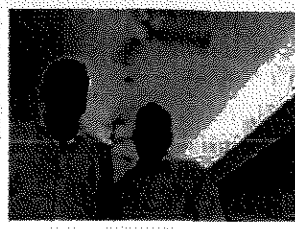
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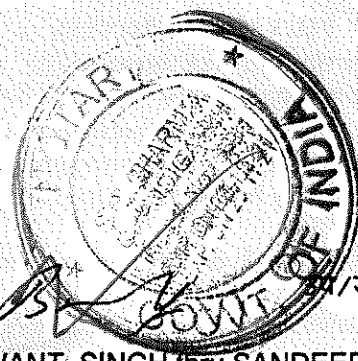
पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- SANDEEP YADAV BALWANT SINGH thru SANDEEP YADAV OTHER
MS S A PROP CON PVT LTD

दावेदार :- DEVENDER AGGARWAL OTHER STERNAL BUILD CON PVT
LTD

गवाह 1 :- DHANANJAY SHUKLA

गवाह 2 :- SHIV KUMAR SINGH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2809 आज दिनांक 20-08-2019 को बही नं 1 जिल्द नं 17 के पृष्ठ नं 158.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 480 के पृष्ठ संख्या 60 से 61 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 20-08-2019

उप/संयुक्त पंजीयन अधिकारी (हस्ताक्षर)

Joint Survey Officer
(Haryana)

For STERNAL BUILD CON PVT. LTD.

Director/Authorised Signatory

or any third party's interest of any nature whatsoever, exdisputes, notifications etc. except as disclosed.

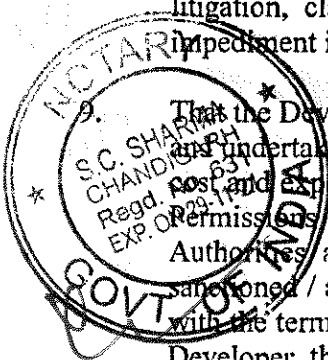
AND WHEREAS the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owner's has agreed to undertake the development, execution, marketing and completion of the said Project as may be licensed by the competent authority (hereinafter referred to as the "said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

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

1. That the subject matter of this Collaboration Agreement between the Owners and the Developer is the land admeasuring 7.325 acres as per details provided in **Annexure A** situated in Village Dhorka, Sector 95, Tehsil and District Gurugram ("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 4/6 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 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. upon the Owners, the Owners 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 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,



Balwinder

Rajan

Director/Authorised Signatory



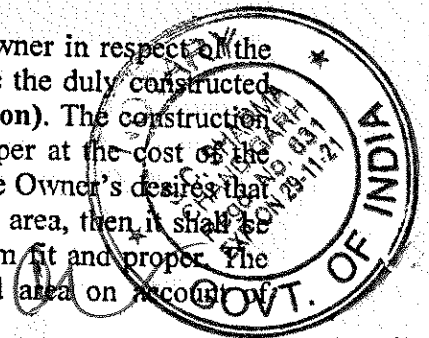
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For STE

Director/Authorised Signatory

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/ 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 (**Owner Allocation**). 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 desire 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 Developer.
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 assistance 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 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.
19. 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 whole or its share of the built up/ un-built areas (**Developer's Allocation**) 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 construct for the Owner, the "**Owner's Allocation**" in the proposed said project to be built by the Developer.
20. That in consideration of the Owner providing the said land and Owner's part of the delivery obligations under this Agreement and Developer raising the construction of the Said Project under this Agreement, the parties have agreed to divide the built-up / Sanctioned F&C area in the following manner :

OWNER'S ALLOCATION	22.50% of the built-up area of the said Project viz; built up residential flats together with entire Ownership rights in the land underneath and the common areas, proportionate parking space and commercial component.
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DEVELOPER'S ALLOCATION	77.50% of the entire built-up area of the project together with entire Ownership rights in the land underneath and the common areas. Entire area under the community buildings like Club, school, pools, atrium/ open space shall exclusively belong to the Developer.
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It is hereby agreed between the parties hereto that the aforesaid distribution is based on the approved FAR/Super area and the sellable area which is higher in all. It is further agreed and clarified that a part from the above stated consideration, the owner has not received any other consideration of any nature what so ever towards this collaboration agreement by the developers.

21. It is, however, made clear that the Owner have provided the said Land free from all encumbrances, except charges and encumbrance as disclosed and the Developer undertakes to develop the same, at its own cost and expenses, and divide the area in the above-agreed proportion.

Besides owner allocation in developed built up area, Developer is also making the Refundable security deposit of Rs. 3,00,00,000/- (Rupees Three Crores only to the Owners). The said amount is being paid to the Owner 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	In favour of	Amt. in Rs.
1.	000901 dt. 19.08.2019 Yes Bank	Balwant Singh (B.S. Yadav)	18271685/-
2.	000902 dt. 19.08.2019 Yes Bank	Sandeep Yadav	2820465/-
3.	000903 dt. 19.08.2019 Yes Bank	S.A. Propcon Pvt Ltd	8907850/-
	TOTAL		3,00,00,000/-

22. 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. In the eventuality of termination under the above conditions the Owner shall be liable to refund the entire Refundable security deposit of Rs. 3,00,00,000 (Rupees Three Crores only). The said amount is being paid to the Owner in equal proportion of their right only within 15 days of termination of this Agreement without any interest to the Developer.

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For STERNA
Director/Authorised Signatory

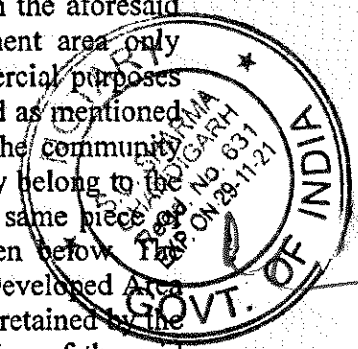
Director/Authorised Signatory

which was paid as security deposit under this Agreement and owner shall not be liable to pay any damages to the developer.

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 Owner 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 Refundable Security deposit paid by the Developer shall 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.

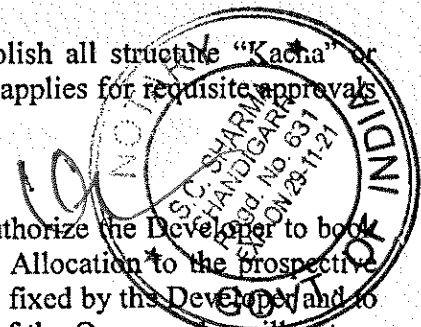
23. The Owner shall get agreed proportionate area of the built up area in the aforesaid proportion in the project out of the residential/commercial component area only earmarked in sanctioned plan of the project for Residential & Commercial purposes and not from any other areas, irrespective of the fact that Owner's land as mentioned herein above, falls in other part/uses of the land. Entire area under the community buildings like Club, school, pools, atrium/ open space shall exclusively belong to the Developer. Also, the Owner may not get his portion of share on the same piece of land which it is owning as mentioned in schedule of the land given below. The Owner's share may be located anywhere in the Project. The balance Developed Area (Developer's Share) in the said project shall go and will be owned and retained by the Developer in lieu of and consideration of the development/construction of the said area and the Developer shall become exclusive Owner of the Developer's share of the area and only Developer shall have the right to sell/ develop the said built-up area/ land for other purposes other than residential/commercial. The Owner shall remain Owner of allotted area of residential flats/commercial shops of the developed area. The Common Area of the project such as Roads, services, community sites and other structures, except the community areas will be proportionately owned/ controlled. The Developer, by virtue of this Agreement shall be entitled to book/allot/sell the flats/commercial component and or enter into Agreement to sell with third parties. The Developer shall execute deeds of conveyances of such saleable area and various units of the said project in such part or parts as shall be required and the Owner shall become party to the conveyance as and when required by the Developer. Further, if required, Developer shall join and confirm such sale by executing all and every transfer document /deed in favour of the Transferees. The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees. The Owner shall



execute further GPA in favour of the Developer's or its nominee that Developer shall be fully entitled to book/ allot/ sell/ transfer/dispose off and receive consideration directly in its name for its use. The Owner however, at all times shall co-operate for such purpose and shall execute any further documents to effectively and legally transfer and convey Developer's unsold area in third party's favour, without being entitled to any further money or consideration for that matter.

That as stated above the Developer upon execution of this collaboration Agreement would be making huge expenses to seek the license/ CLU sanctioning of the zoning plan and also the construction of the project. Therefore, the present collaboration Agreement cannot be revoked or cancelled by the Owner in any manner whatsoever. After approval of the zoning plan, and once the Developer issues the allotment letter to the Owner for allocation of Owner's share, the Owner shall be contractually bound to authorize the Developer for dealing with Developers share in any manner whatsoever and for that purpose the Owner shall get either a GPA registered or alternatively, the Owner shall be bound to get the sale deed registered in favour of the Developers and the Owner shall be bound to confirm as a confirming party to the sale of the Developers share. The present collaboration Agreement is to specify and state that the Owner bind themselves to execute and get each and every document registered which the Developer may require to deal with the Developers share in the project. Any losses and/or damages suffered by the Developer on account of any default on the part of the Owner would be accounted for against the Owner share in the project.

24. 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.
25. That the Owner shall, at its own will and discretion, authorize the Developer to book for sale/ sell/ lease the area falling under the Owner's Allocation 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, who will in turn transfer the same to the Owner within ten (10) days from the date of receipt of such payment in the Developer's account. The Developer shall be entitled to take its service charges from the Owner for such services which shall be over and above the Broker's commission if any.
26. 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.
27. 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



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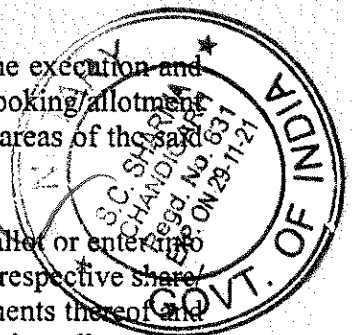
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the termination events set out in this Agreement. In such eventuality the Developer without prejudice to its other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of the Owner.

28. 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.
29. 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.
30. 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.
31. 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 Developer's share of developed, built or un-built areas of the said Project.
32. The Developer and the Owner 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.
33. 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. The Owner shall pay the prevailing maintenance charges for the unsold / self-occupied areas of their allocations. 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



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For STERIAL BUILDING PVT. LTD.

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34. 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.

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:

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 ect' including
 city Authority

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Director/Authorised Signatory

- 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).
 - 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.
36. 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.
37. That the Agreement may be changed, altered, amended, modified, ~~superseded~~, amended, with the mutual consent of the parties hereto.
38. The Owner as well as the Developer shall be entitled to market their respective allocated areas in the Project/building/project at their own cost. All ~~costs~~ on marketing, including advertisements, publicity and brokerage 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.
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, including those of the Owner's allocated areas 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

For STENNA BUILDCON PVT. LTD.

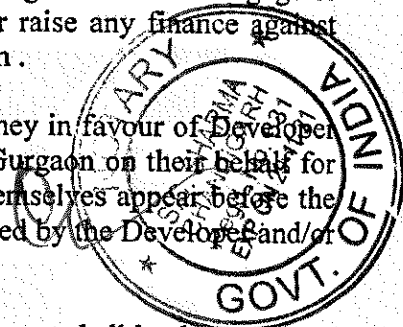
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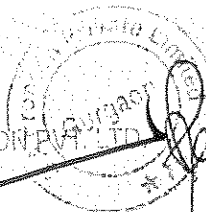
shall be met and discharged by the Owner. The Owner shall keep the Developer fully indemnified against any such liability or financial obligation of the Owner. After taking over the possession of the respective allocated area, all taxes, charges, levies of any outflows in respect to the project/unsold 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, VAT, 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 area shall be paid and borne by the Owner's alone.
43. During the period of construction till the date of occupation 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. The Developer agree that the Developer does not have any right to create mortgage or charge or any sort of encumbrance over the said Land or raise any finance against security of the said Land from any bank/financial institution .
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 deed's.
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.



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For STB 13 of 16



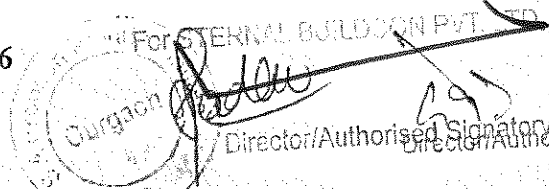
For STB 13 of 16

Director/Authorised Signatory

Director/Authorised Signatory

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 Gurgaon. 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 Gurgaon 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. This Agreement shall be executed in two counterparts, one to be retained by the Owner and other to be retained by the Developer each of which shall be deemed as original.
58. That one copy belonging to the Developer shall be got registered with the concerned registrar and the Owner shall remain present for such execution before the registrar on the time and date fixed by the Developer.

59. 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.

60. 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 AND DELIVERED BY WITHIN NAMED DEVELOPER

OWNER-1 Sign: <u>[Signature]</u> Name: SANDEEP YADAV	OWNER-2 Sign: <u>[Signature]</u> Name: BALWANT SINGH (B.S. Yadav)
OWNER-3 Sign: <u>[Signature]</u> Name: S.A. PROPCON PRIVATE LIMITED through its Authorized Signatory Mr. Sandeep Yadav	

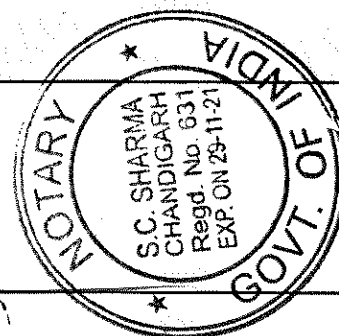
Signed & Delivered by the within named DEVELOPER:

For Sternal Buildcon Pvt. Ltd.

For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory

Authorised Signatory



Witnesses:

Signature: <u>[Signature]</u> Name: DHANAMAY SHUKLA S/o: GURTESHWAR SHUKLA R/o: C-150 Gali-41 Maharaj Enclave - II N.D. Delhi - 110054	Attested True Copy Signature: <u>[Signature]</u> Name: NOTARY. Chandigarh S/o: SHIV KUMAR SINGH Advocate R/o: Post. Court, Gurugram
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26 SEP 2019

For STERNAL BUILDCON PVT. LTD.

ANNEXURE-A

Details of the Said Land admeasuring 7.325 acres situated in Village Dhorka, Sector – 95, Gurugram as per Per Latest Jamabandi 2013-14

1. M/s S. A. Propcon Pvt. Ltd.

Khewat no. 2 Khata No. 2 Rect. No. 11 Killa No. 16/2 (4-18)=0.6125 Acre

Khewat No. 18 Khata No. 18 Rect. No. 11 Killa No. 17/2 (5-0), 18/2 (5-0), 19/2/1 (2-10)
=1.5625 Acre

Total Area (17 Kanal 08 Marla) =2.175 Acre

2. Sandeep Yadav S/o B. S. Yadav 226/1691 Share – B. S. Yadav S/o Deep Chand 1465/1691 Share

Khewat No. 38 Khata No. 38 Rect. 13 Killa No. 1/2 (1-0), 2/2/1 (0-3), 9/2 (0-2) 10/2 (2-5)

Total Area (03 Kanal 10 Marla)=0.4375 Acre

3. B. S. Yadav S/o Deep Chand 732/845 Share – Sandeep Yadav S/o B. S. Yadav 113 /845 Share


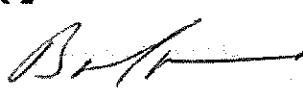

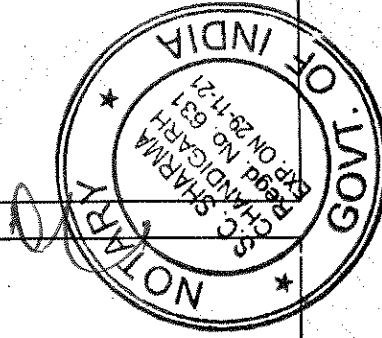

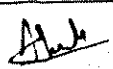
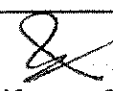
Khewat No. 41 Khata No. 41 Rect No. 11 Killa No. 16/1 (3-2), 25/2 (3-2), Rect. No. 12 Killa No. 19 (0-12) , 20 (6-13), 21(8-0), 22 (5-14), Rect. No. 13 Killa No. 1/1 (7-0) , 2/1/2 (3-11)

Total Area (37 Kanal 14 Marla)= 4.7125 Acre

Drafted By

SHIV KUMAR SINGH
Advocate
Distt Courts, Gurugram

Grand Total: 7.325 acres

<p>OWNER-1</p> <p style="text-align: center;"></p> <p>Sign: _____</p> <p>Name: SANDEEP YADAV</p>	<p>OWNER-2</p> <p style="text-align: center;"></p> <p>Sign: _____</p> <p>Name: BALWANT SINGH (B.S. Yadav)</p>
<p>OWNER-3</p> <p style="text-align: center;"></p> <p>Sign: _____</p> <p>Name: S.A. PROPCON PRIVATE LIMITED through its Authorised Signatory Mr. Sandeep Yadav</p>	<div style="text-align: center;">  </div>
<p>Signed & Delivered by the within named DEVELOPER:</p> <p>For Sternal Buildcon Pvt. Ltd.</p> <p style="text-align: center;">For STERNAL BUILDCON PVT. LTD.</p>	
<p>Authorised Signatory</p> <p style="text-align: center;"></p> <p style="text-align: center;">Director/Authorised Signatory</p>	
<p>Witnesses:</p>	
<p style="text-align: center;"></p> <p>Signature: MAHAN JAY SHUKLA</p> <p>Name: S/O GUPTESHWAR SHUKLA</p> <p style="text-align: center;">C-53, Gali No. 45 Mahawr Enclave 45 N-26/6-59</p>	<p style="text-align: center;"></p> <p>Signature: Shiv Kumar Singh</p> <p>Name: Advocate</p> <p style="text-align: center;">Distt. Court, Gurugram</p>

For STERNAL BUILDCON PVT. LTD.

Director/Authorised Signatory