

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 22/03/2018

Certificate No. GOV2018C127



Stamp Duty Paid : ₹ 313500  
(Rs. Only)

GRN No. 34257887



Penalty : ₹ 0

(Rs. Zero Only)

### Seller / First Party Detail

Name: Ram avtar and others

H.No/Floor : 1

Sector/Ward : 1

LandMark : Vpo badshahpur

City/Village : Badshahpur

District : Gurgaon

State : Haryana

Phone: 9899102690



### Buyer / Second Party Detail

Name : Ocean seven buildtech pvt ltd

H.No/Floor : 1

Sector/Ward : 1

LandMark : Tilak bhawan tilak marg

City/Village: Jaipur

District : Jaipur

State : Rajasthan

Phone : 8800197804

Purpose : Collaboration Agreement in Gurgaon

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## COLLABORATION AGREEMENT

Stamp No. & Date GOV2018C127 DT - 22.03.2018  
Moza Badshahpur Sector 70.

7878

THIS COLLABORATION AGREEMENT ("Agreement") is made at Gurugram on this 22/03/18...

BY & BETWEEN:

Vasu Dev alias Bas Dev (Adhar No. 9472 2685 4659 & PAN No CSUPD3966L )- Ram Avtar (Adhar No. 5118 6387 9587 & PAN No AKGPA8381A )- Krishan Kumar(Adhar No. 5459 1404 0911 & PAN No BOCPK0505D ) sons of Shri Ishwar Singh equal share 27/32 share and Smt. Roshani(Adhar No. 7131 2694 3230 - Shakuntla(Adhar No. 5342 6214 3632 - Parkash Devi (Adhar No. 6949 7007 8533 - Sunita(Adhar No.4158 0790 7719 - Rajbala (Adhar No. 5190 8129 1403 daughters of Shri Ishwar Singh equal share 5/32 share

hereinafter referred to as "Land Owners", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their legal heirs, successors and representatives) of the FIRST PART;

AND

Ocean Seven Buildtech Pvt. Ltd. ( PAN No \_\_\_\_\_ ), a private limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor Tilak Bhawan Tilak Marg Jaipur Rajasthan , through its General Manager Col. Vimal Kapoor(Retd), (Adhar No. \_\_\_\_\_ & PAN No \_\_\_\_\_ ) duly authorized vide Board Resolution dated 10<sup>th</sup> March, 2018 (hereinafter referred to as the

Basdev  
22/03/18  
Rajbala

Sunita

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Kishan  
O. Avtar

For Ocean Seven Buildtech Pvt Ltd.

Authorised Signatory

प्रलेख नः 7878

दिनांक 22/03/2018

डीड संबंधी विवरण		
डीड का नाम AGREEMENT		
तहसील/सब-तहसील बादशाहपुर	गांव/शहर बादशाहपुर	
भवन का विवरण		
भूमि का विवरण		
धन संबंधी विवरण		
राशि 15,675,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 313,500.00 रुपये	
E-Stamp स्टाम्प न. g0v2018c127	स्टाम्प की राशि 313,500.00 रुपये	DFC: JKILNOON
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये		पेस्टिंग शुल्क 2.00 रुपये

Drafted By: C P batheja adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 22/03/2018 दिन गुरुवार समय 4:11:00PM बजे श्री/श्रीमती/कुमारी Vasudev @ Bas Dev पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ishwar Singh निवासी Badshahpur Ggn द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

यस 121  
Basudev @ Bas Dev  
Sunita  
शकुन्तला

उप/संयुक्त पंजीयन अधिकारी  
बादशाहपुर

श्री Vasudev @ Bas Dev, Krishan Kumar, Shakuntla, Sunita, Rajbala, Parkash Devi, Roshni, Ram Avtar

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru- Vimal Kapoor दायेंद्वार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दायेंद्वार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M K Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी adV GGn व श्री/श्रीमती/कुमारी C L Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी adv GGn ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 22/03/2018

उप/संयुक्त पंजीयन अधिकारी  
बादशाहपुर

यह प्रमाणित किया जाता है कि पंजीकृत वसौका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/संयुक्त पंजीयन अधिकारी  
बादशाहपुर



"Developer", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART; The Land Owners and the Developer may hereinafter individually be referred to as the "Party" and collectively as the "Parties".

## WHEREAS

- A. The Land Owners to the extent of their shares are the absolute and lawful owners and are in peaceful and physical possession of land bearing Khewat / Khata No. 914/959 Rect. No. 113 Kila No. 17/1(2-9) 17/2/1(0-17) 16/1(1-7) 16/2(1-1) Rect. No. 112 Kila No.20min(1-0) total kita 5 Land Admeasuring 6 kanal 14 Marla (hereinafter referred to as the "Project Land"), in Village Badshapur, Gurgaon District Gurgaon, Haryana, as more particularly described in the **Schedule A** written hereto and highlighted in the Plan( Sizra) annexed hereto and marked as **Annexure I**; The First Party willing only license obtained agriculture land out of the total land situated in Revenue Estate of Village Badshapur Tensil Gurgaon. Project Land is free from all encumbrances.

The Developer is engaged in the business of development of real estate projects;

- B. The Land Owners are desirous of developing a project of Affordable housing ("Project") on the Project Land and have approached the Developer for development of the Project on the Project Land in collaboration;
- C. The Developer has agreed to develop the Project on the Project Land in collaboration with the Land Owners on terms and conditions contained herein; and
- D. The Parties hereto, for their mutual benefits, have agreed to collaborate with each other for development and construction of the Project upon the terms and conditions appearing hereinafter.

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

"Agreement" means this Collaboration Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any

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शिवराम



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राजेश (रज)  
Rajesh

For Ocean Seven Buildtech Pvt Ltd.

Authorised Signatory

Reg. No.

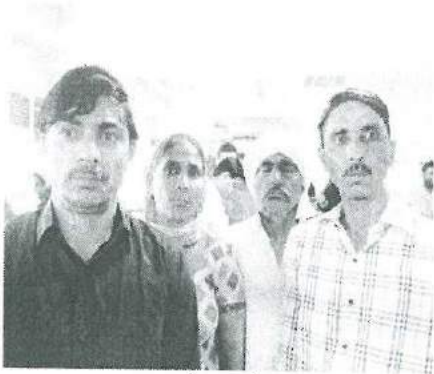
Reg. Year

Book No.

7.878

2017-2018

1



पेशकर्ता



दावेदार



गवाह



पेशकर्ता



उप / सयुक्त पंजीयन अधिकारी



time thereafter.

“**Approvals**” means any permission, approval, sanction, clearance, consent, letter of intent, the License, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

“**Distributable Revenue**” shall mean and include any and all revenues and proceeds on account of sale/ lease/ license/ transfer or other disposal of the interest in the saleable area including but not limited to any advance bookings, earnest money, preferential location charges, parking, clubhouse, Power Back up, interest, transfer fees, or any other charges that are recovered or recoverable from the customers. Provided that in the event of the lease or license of the saleable areas, the Distributable Revenue would mean the lease rental or license fee. However the Distributable Revenue shall not include ED/ IDC and other statutory levies including service tax.

“**EDC**” shall mean the external development charges in respect of development of the Project;

“**Effective Date**” means the date of execution of this Agreement.

“**Encumbrance**” shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

“**Government Authority**” shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

“**GPA**” means the general power of attorney to be executed by the Land Owners in favour of the Developer in respect of the Project substantially in the form annexed hereto and marked as **Annexure IA**.

“**IDC**” shall mean the infrastructure development charges in respect of development of the Project.

“**License**” shall mean the license to be obtained from DTCP for development of the Project on the Project Land;

“**Project**” has the meaning given to it in **Recital C** herein above.

“**Project Account**” shall mean the bank account opened by the Developer in a reputed scheduled commercial bank wherein the entire receipts of from the Project are deposited.














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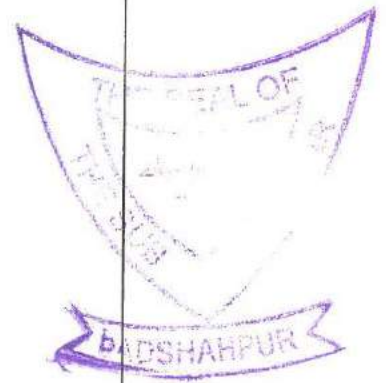


Sunita Kamatar

For Ocean Seven Buildtech Pvt Ltd.  
Authorized Signatory

Reg. No. 7.878 Reg. Year 2017-2018 Book No. 1

पेशकर्ता	Vasudev @ Bas Dev		Vasudev
पेशकर्ता	Ram Avtar		Ram Avtar
पेशकर्ता	Krishan Kumar		Krishan
पेशकर्ता	Roshni		
पेशकर्ता	Shakuntla		शकुन्ता
पेशकर्ता	Parkash Devi		पकाश
पेशकर्ता	Sunita		Sunita
पेशकर्ता	Rajbala		राजकला
दावेदार	thru- Vimal Kapoor		
गवाह	M K Chauhan		



"Project Land" has the meaning given to it in Recital A herein above.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

1.2 **Interpretations:** In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
- (viii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

## ARTICLE 2 PROJECT AND PROJECT LAND

2.1 The Developer shall develop the Project as defined in Recital C on the Project Land at its own costs and expense in accordance with the Approvals including sanctioned layout/building plans and compliance of Applicable Laws.

2.2 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall be comprise of affordable housing with a small shopping area in accordance with the Applicable Laws and as detailed in the License to be issued by the Director Town & Country Planning, Haryana ("DTCP").

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Kishore  
Besunder  
4/11/21  
रिजिस्ट्रार



Sunita

For Ocean Seven Builders Pvt. Ltd.  
[Signature]


Reg. No. 7.878 Reg. Year 2017-2018 Book No. 1

गवाह	C L Arora		
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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7.878 आज दिनांक 22/03/2018 को बही नः 1 जिल्द नः 10 के पृष्ठ नः 164 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 165 के पृष्ठ सख्या 27 से 29 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 22/03/2018

  
उप/सयुक्त पंजीयन अधिकारी  
बादशाहपुर





- 2.3 The Parties agree that all documents, material and statements provided by the Land Owners at the time of execution of this Agreement have been considered as a material representation made by the Land Owners to the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project Land. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owners shall rectify and remove such defects at their own cost. In the event failure at the part of the Land Owners to remove such defect, the Developer shall be entitled to have such defect rectified or removed at the cost and expense of the Developer and such cost incurred by the Developer shall be adjusted from the Land Owner's Share as defined hereinafter. If any loss/cost/damage or liability is incurred by the Developer due to any defect in the title of the Project Land, the Land Owners shall keep the Developer, its directors and shareholders fully indemnified against all such losses.

### ARTICLE 3

#### CONSTRUCTION AND DEVELOPMENT OF PROJECT

- 3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:
- (i) The Land Owners shall provide the vacant physical possession of the Said Land free from all encroachments and encumbrances simultaneously with execution of this Agreement;
  - (ii) The Developer shall obtain the Approvals for construction and development of the Project including but not limited to letter of intent and the License from the DTCP at its own costs and expenses;
  - (iii) Upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the both parties shall undertake construction and development of the Project at its own cost and expenses and development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement ; and
  - (iv) The Land Owners and the Developer shall share the Distributable Revenue received/realized from the Project in the manner as provided hereinafter in this Agreement.
- 3.2 The scope of development of the Project Land includes planning, designing, construction and development of affordable residential flats/units on the Project Land with all incidental and related facilities and amenities solely at the cost of the Developer.
- 3.3 The Developer shall obtain all the Approvals such as letter of intent, the License, approval of Zoning, sanction of building plans at its own cost and expenses. The Land Owners shall, however, co-operate and provide necessary assistance to the Developer in this regard

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For Ocean Seven Buildtech Pvt Ltd.

Author

including but limited to execution and signing of relevant documents, applications, undertakings and affidavits etc. in the course of obtaining of the Approvals.

- 3.4 The Developer is exclusively authorized to plan, design, construct and develop the Project on the Project Land at its own costs and expense, as may be decided by the Developer at its sole discretion. However, the Developer while carrying out the activity of planning, designing and developing the Project, will ensure that the maximum FSI permitted under the relevant bye-laws is utilized.
- 3.5 The Land Owners hereby grant in favour of the Developer and the Developer hereby accepts from the Land Owners the right to develop and transfer revenue share will not exceed in any manner what so ever, in the Project in terms of this Agreement.
- 3.6 Simultaneously with execution of this Agreement, the Land Owners shall provide the vacant physical possession of the Project Land free from all encroachments and encumbrances and shall grant to the Developer and its Representatives the right to enter into the Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to the construction and development of the Project thereon. The Land Owners acknowledge that, based on the assurances, representation and warranties granted by the Land Owners under this Agreement, the Developer shall incur substantial expenditure for the construction and development on the Project Land and the Land Owners shall not rescind the rights so granted to the Developer except in accordance with the terms of this Agreement.
- 3.7 The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the development of the Project as it may decide from time to time.
- 3.8 Simultaneously with the execution of this Agreement, the Land Owners shall execute the GPA in favour of the Developer and its Representatives which shall be in the form set forth in Annexure II hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds necessary on their behalf for the development of the Project, deal with the Project Land in accordance with this Agreement and to give effect to this Agreement.
- 3.9 It is also agreed that the Land Owners shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertakings and take such other actions as may be required for purposes of construction, development, marketing, transfer and/or sale of the units in Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.
- 3.10 The Land Owners shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owners in their capacity of owners of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project.
- 3.11 The Developer shall be free to develop the Project in such manner as it may deem fit and in accordance with the Applicable Law. The Land Owners shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing and sale of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

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Rajbali

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For Ocean Seven Buildtech Pvt Ltd.

Signature

## ARTICLE 4

### SHARING OF DISTRIBUTABLE REVENUE

- 4.1 In consideration of the contribution of the Project Land by the Land Owners for execution of the Project and the Developer bearing the costs, expenses and responsibility of execution of the Project, the Distributable Revenue of the Project shall be shared between the Parties ("**Revenue Sharing Ratio**"):

Land Owners' Share	35%
Developer's Share	65%

## ARTICLE 5

### NON-REFUNDABLE SECURITY DEPOSIT

- 5.1 In consideration of the Land Owners granting to the Developer the rights to develop the Project Land alongwith the rights to sell, alienate, transfer, deal with or dispose off the developed area, the Developer shall pay a sum of Rs5,00,000/- (Rupees Five Lakh Only) to the Land Owners security deposit ("**Security Deposit**").
- 5.2 The Security Deposit shall be paid by the Developer to the Land Owners in the following manner:
- Rs. 5,00,000/- (Rupees Five Lakhs Only) has been paid by the Developer simultaneously with execution of this Agreement vide cheque /DD no. describe in payment schedule attached herewith as Annexure II. non-refundable security.

The receipt of the aforesaid amounts is hereby acknowledged by the Land Owners.

## ARTICLE 6

### OBLIGATIONS OF THE DEVELOPER

- 6.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to sanction for building plans, zoning approvals, letter of intent, the LOI. NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project on the Project Land at its own costs and expenses and to develop the Project in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.
- 6.2 The Developer shall construct, develop and market the Project and shall be entitled to sell the developed area of the Project.

For Ocean Seven Buildtech Pvt Ltd.

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रिजलत  
14/10/21



Sunila  
Kumar

Authorised Sign

- 6.3 The Developer shall engage contractors, architects, engineers, consultants and workmen for execution of the Project.
- 6.4 The Developer shall run, operate and maintain the Project either itself or through third party agencies.
- 6.5 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 6.6 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Project shall ensure that all relevant statutes, laws, bye-laws are complied with and no liability, cost, damage and demur is subjected to the Land Owners because of any non-compliance.

#### ARTICLE 7

#### OBLIGATIONS OF THE LAND OWNERS

- 7.1 The Land Owners shall execute the GPA and get the same registered in the form as per Annexure IA.
- 7.2 The Land Owners shall ensure that the Project Land is free from all encroachments at site.
- 7.3 The Land Owners shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 7.4 The Land Owners undertake and assure that the Land Owners and/or any other person(s) claiming under them shall not, in any way, transfer, encumber, mortgage or part with its/their rights, titles or interests in the Project Land or create any sort of lien or charge or encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project, except as may be directed by the Developer.
- 7.5 The Land Owners shall keep the title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto.
- 7.6 The Land Owners shall, at the request of the Developer, execute, sale deeds or other form of title documentation in favour of the prospective buyers of the developed area in the Project and/or authorize such person(s) nominated by the Developer for this purpose and First Party shall hand over peacefully vacant possession of project land to second party simultaneously with the execution of this agreement.
- 7.7 All expenses, costs and taxes with respect to the Project Land upto the date of issue of this Agreement shall be solely paid and borne by the Land Owners.

Baldev Kishan

#### ARTICLE 8

सुनिता

#### COMPLETION

Sunita



21/3/2011

रजत कौर

Ranjana

For Ocean Seven Buildtech Pvt Ltd.

Authorized Signatory

- 8.1 Subject to Force Majeure conditions and due performance of their obligations by the Land Owners, the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law, within a period of 60 (Sixty) months from the date of receipt of the License or within such further time and on such terms and conditions as may be mutually decided by the Parties.

## ARTICLE 9

### RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

- 9.1 The Parties hereby confirm that:
- (i) The Developer shall have the sole right to market, allot, sell, transfer, let, the entire Project at the government designated price. The Land Owners shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.
  - (ii) The Land Owners hereby authorize the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the Land Owners and the Land Owners shall execute/ register appropriate GPA in favour of the Developer providing such authorization in respect hereof.
- 9.2 The Resident Welfare association or any agency nominated by the Developer shall have the sole right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the Applicable Laws.

## ARTICLE 10

### FUNDING

- 10.1 The Developer shall be entitled to avail loan for construction and development of the Project including payment of EDC, IDC and provision of necessary bank guarantees from banks/financial institutions against mortgage of the title deeds or Project Land as security for the said loan. The Land Owners shall provide the land title deeds or Project Land and necessary documents in this regard.
- 10.2 Notwithstanding the Article 10.1, the Developer shall also have the right to raise loan/ funding/ borrowing by way of creation of charge over the receivables from the Project with any bank and/or financial institution.
- 10.3 The cost of funding/ loan as above shall be borne and paid by the Developer alone and repayment of such loan of the lender shall be the sole responsibility and liability of the Developer.

## ARTICLE 11

### REPRESENTATIONS AND WARRANTIES

- 11.1 The Land Owners, hereby jointly and severally, represent and warrant as follows:

- (i) The Land Owners are the lawful owners and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.

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For Ocean Seven Buildtech Pvt Ltd.

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- (ii) The Land Owners have paid the cost for acquiring the Project Land in full, including but not limited to the purchase price, and if any such charges are found to be due the same shall be borne and paid by the Land Owners.
- (iii) The Project Land is clear from all defects in title/ ownership. The title is clear , marketable and capable of being developed into the Project.
- (iv) The Land Owners have clear and marketable title over the Project Land and the Project Land is free from all encumbrances.
- (v) The Land Owners hereby represent to the Developer that all taxes, cess, duties, levies, interest, penalty, fine or arrears as may be applicable on the Project Land on the Effective Date and as demanded have been paid and cleared. Any demand/dues, if any, in this regard for the period upto the Effective Date shall be borne and paid by the Land Owners.
- (vi) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. There are no restrictions or ceilings applicable on the landholdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.
- (vii) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owners are not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government Authority or regulatory body, in relation to the Project Land.
- (viii) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owners at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Land Owners to perform their respective obligations under this Agreement.
- (ix) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- (x) The Land Owners shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).

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- (xi) All the representations and warranties are valid notwithstanding any information or document furnished to or findings made by the Developer during any due diligence exercise and no such information, document or finding shall limit the liability of the Land Owners hereunder.

11.2 The Developer hereby represents and warrants as follows:

- (i) The Developer shall arrange the requisite resources to construct and develop the Project as per the terms and conditions agreed in this Agreement.
- (ii) The Developer shall construct, develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement.

11.3 The Land Owners and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.
- (ii) Each Party (wherever applicable) is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.
- (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (vi) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vii) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

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## ARTICLE 12

### SALES AND MARKETING

- 12.1 The Parties hereby agree that the developer shall be entitled to undertake marketing and sale of the whole Project. The name and branding of the Project shall be decided and finalized by the Developer at its sole discretion.
- 12.2 The Developer shall have the sole discretion to decide the time and manner of sale and marketing of the whole Project.
- 12.3 After due approval of the Project by Government Authorities/ statutory authorities, the Developer shall be entitled to make advance bookings and to enter into agreements for sale with any prospective buyer(s) for the whole project at the price allowed by the government for such affordable group housings as per the payment schedule as may be decided by the Developer.
- 12.4 The Parties hereby agree that sale of the developed area in the Project shall be made through execution of a Flat Buyer agreement with the prospective buyer/customer having Land owners, Developer and the prospective buyer as parties to this agreement. The said Agreement will be signed by the prospective buyer and by the Developer on its behalf and as the GPA holder of the Land Owners for which the Land Owners will execute the required GPA.
- 12.5 The Land Owners shall provide the Developer and its Representatives with necessary written authorities, power of attorneys authorizing the Developer and its Representatives to sign and execute flat buyer's agreement or such other agreement in favour of prospective buyers, allottees and for transfer of the rights, title or interest in the developed area of the Project, viz. sale deeds, conveyance deeds or any other lawful deed/ agreement in favour of prospective buyers/ allottees and to receive consideration/proceeds by way of cheques, pay orders or similar bank instruments.
- 12.6 The Land Owners shall further, as and when consider expedient by the Developer, sign and execute all documents/ deeds/ instruments, etc., for transfer/ conveyance of titles and interest in the Project in favour of the proposed buyers.

## ARTICLE 14

### INDEMNIFICATION

- 14.1 Each Party ("Defaulting Party") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates ("Non-Defaulting Party") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or

- (ii) any willful act of omission or commission, material breach, misrepresentation,

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Authorised Signatory



misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

- 14.2 In the event of any Defect in relation to the Project Land, the Land Owners shall remedy the Defect at their own cost and expenses and shall keep the Developer, its directors and shareholders fully indemnified against all losses incurred by them in this regard.

## ARTICLE 15

### FORCE MAJEURE

- 15.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. 'Force Majeure' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force Majeure. The Affected Party shall immediately notify the other Party of the happening of any such event of Force Majeure. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist. The time lines provided herein in this Agreement shall be extended by the period of Force Majeure.

## ARTICLE 16

### DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 16.1 *Amicable Settlement:* In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 16.2 *Arbitration:* If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, Second Party shall appoint one arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Gurgaon. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.
- 16.3 *Governing Law & Jurisdiction:* This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute

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resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Gurgaon, Haryana only.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

- 17.1 **No Partnership:** The Parties have entered into this Agreement on principle to principle basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 17.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 17.3 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 17.4 **Stamp Duty & Registration:** The Parties shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners.
- 17.5 **Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, facsimile, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:
- To Land Owners:
- To Developer:
- 17.6 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
- 17.7 **Assignment:** Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without prior consent of other Parties.

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Bhargava  
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Authorised Signatory



- 17.8 **Termination:** Save and except as permitted under in this Agreement, this Agreement shall not be terminated by either of the Party.
- 17.9 **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 17.10 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- 17.11 **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.
- 17.12 First Party undertake to sign any of documents required for project and come present for registration of any documents, Collaboration agreement and Power of Attorney Annexure I A, as and when required by second party.

**IN WITNESS WHEREOF, the EXECUTANTS through its duly authorised representative has set its hand to this writing at Gurgaon on this .....**

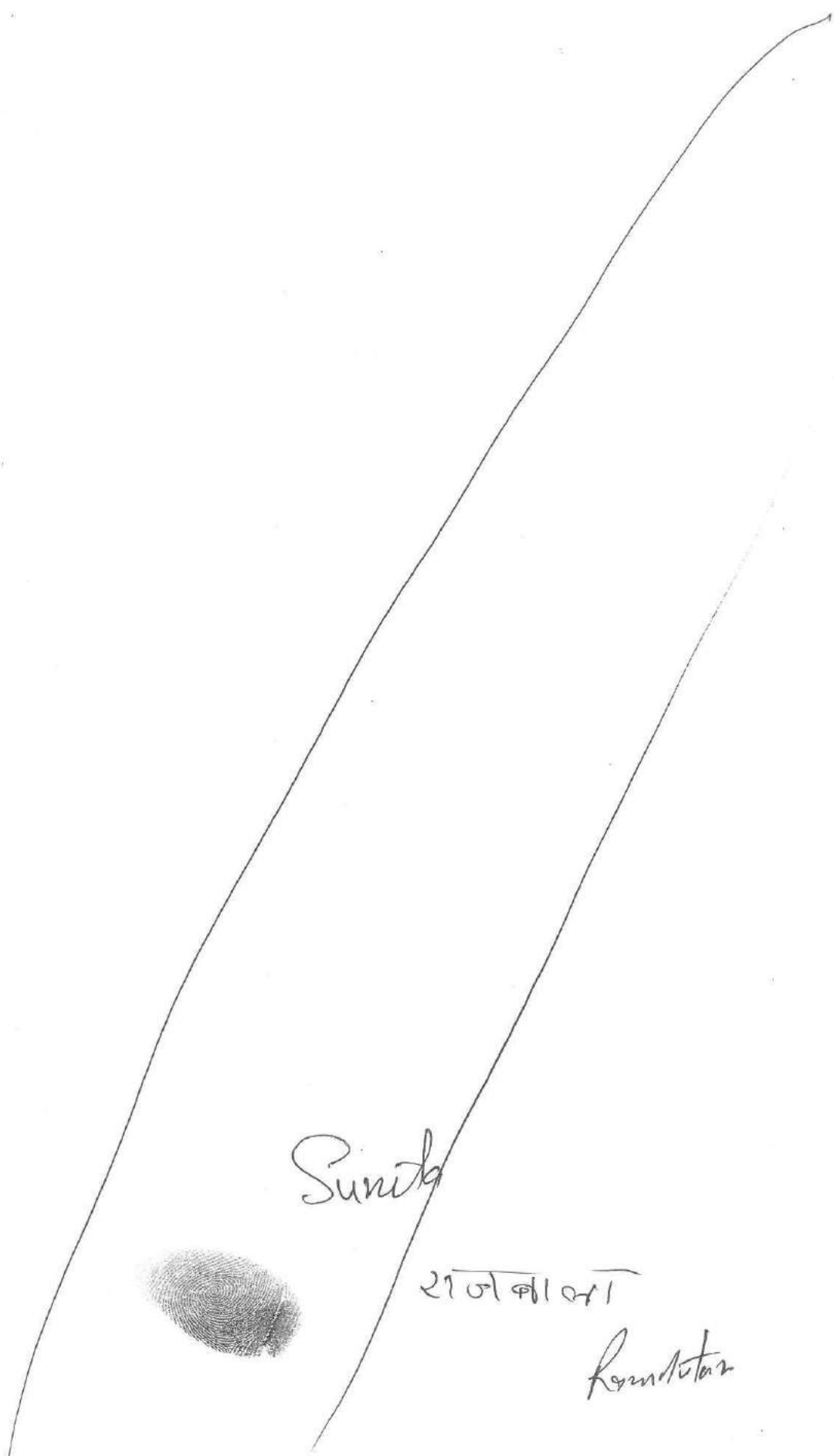
Signed, Sealed and Delivered  
For and on behalf of the EXECUTANTS

  
 Basu  
 ५५१२१ Kishan  
 First Party  
 Sunita  
 Ramdas  
 Second Party  
 २६११११  
 Signed and delivered by ..... २१/३/११

WITNESSES;

1.   
**Manesh K. Chauhan**  
 Advocate  
 Dist. Courts Gurgaon
2.   
**C.L. ARORA**  
 Advocate  
 Distt. Courts, Gurgaon

For Ocean Seven Elix Pvt Ltd.  
 For .....  
 Authorised Signatory



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Schedule A

Description of the Project Land

Land measuring as following:

Total Land measuring 6 kanal 14 marlas . Village Badshahpur Tehsil Badshahpur District Gurugram, Haryana, as per details below

S. No.	Khewat No.	Name of the Owners	Land details (in Kanal- Marlas)	Land Area (in acres)
1.	..... .....	Vasu Dev alias Bas Dev - Ram Avtar)- Krishan Kumar sons of Shri Ishwar Singh equal share 27/32 share and Smt. Roshani(Adhar No. 7131 2694 3230 - Shakuntla(Adhar No. 5342 6214 3632 - Parkash Devi (Adhar No. 6949 7007 8533 - Sunita(Adhar No.4158 0790 7719 - Rajbala (Adhar No. 5190 8129 1403 daughters of Shri Ishwar Singh equal share5/32 share	Khewat / Khata No. 914/959 Rect. No. 113 Kila No. 17/1(2-9) 17/2/1(0-17) 16/1(1-7) 16/2(1-1) Rect. No. 112 Kila No.20min(1-0) total kita 5 Land Admeasuring 6 kanal 14 Marla	6 kanal 14 marla  0.8375
		<b>Total</b>		

Badshahpur

27/12/21



Sunita

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श्रीकृष्ण

Krishan

Ramdev

For Ocean Seven Buildtech Pvt Ltd.

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Annexure II

Receipt of the Payment

Made by Ocean Seven Buildtech Pvt. Ltd., to Land Owners to the extent of their shares

.....  
Total payment Rs. 5,00,000/- received against Land measuring 6 kanal 14 marlas . Village Badshahpur Tehsil Badshahpur District Gurugram, Haryana, as per details below

S.No	Name	Cheque No.	Amount
1		924336	1,25,000
2		924335	1,25,000
3		924334	1,25,000
4		924337	25,000
5		924338	25,000
6		924339	25,000
7		924340	25,000
8		924341	25,000

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Krishna

Ramona

For Ocean Seven Buildtech Pvt Ltd.

  
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