

3422

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 19/06/2019

Certificate No. E0S2019F1
GRN No. 48283383



Stamp Duty Paid : ₹ 2000
Penalty : ₹ 0

Seller / First Party Detail

Name: Abhas Realcon Pvt Ltd
H.No/Floor : 10 Sector/Ward : Nil LandMark : Local shopping centre Kalkaji
City/Village : New delhi District : Nil State : Delhi
Phone: 0 Others : etc

Buyer / Second Party Detail

Name : Robust Buildwell Pvt Ltd
H.No/Floor : Nil Sector/Ward : 79 LandMark : Kalkaji Centre
City/Village: Faridabad District : Faridabad State : Haryana
Phone : 0



Purpose : Addendum to Collaborations agreement



121520000

The authenticity of this document can be verified by scanning this QR Code through a smartphone or on the website <https://sgrashry.nic.in>

ADDENDUM TO COLLABORATION AGREEMENT

THIS ADDENDUM TO COLLABORATION AGREEMENT (hereinafter referred to as the "Addendum") is made and executed at Faridabad on this 20th day of June, 2019.

For Abhas Realcon Private Limited

For Anveshan Builders Pvt. Ltd.

Director/Auth. Signatory

Authorized Signatory/Director

7 JUN 2020

For Balaji Green Heights Pvt. Ltd.

For ROBUST BUILDWELL PVT LTD

Authorized Signatory/Director

Authorized Signatory/Director

प्रलेख नः3422

दिनांक:20-06-2019

डीड संबंधी विवरण	
डीड का नाम	TARTIMA
तहसील/सब-तहसील	फरीदाबाद
गांव/शहर	भतोला
धन संबंधी विवरण	
राशि 0 रुपये	स्टाम्प ड्यूटी की राशि 3 रुपये
स्टाम्प नं : c0s2019F	स्टाम्प की राशि 2000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan:48510381
	पेन्टिंग शुल्क 3 रुपये
Drafted By: self	Service Charge:200

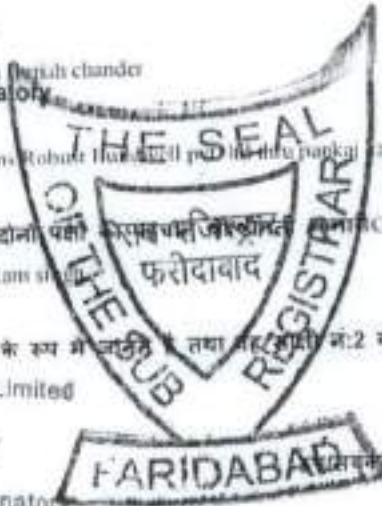
यह प्रलेख आज दिनांक 20-06-2019 दिन गुरुवार समय 4:49:00 PM बजे श्री/श्रीमती /कुमारी ms Abhas Realcor Pvt. Ltd and others thru Harsh chander पुत्र . निवास fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।



M. N.
उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

हस्ताक्षर *M. N.*
ms Abhas Realcor Pvt. Ltd and others thru Harsh chander
Director/Auth. Signatory

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ms Robust Builders Pvt. Ltd and others thru Harsh chander पुत्र . हाजिर है । प्रतुत प्रलेख के तर्जों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों के पेशवा पद जिन्होंने किया C.S. Sharma, Adv पितर adv निवासी fbd व श्री/श्रीमती /कुमारी Bhagwat singh पितर Ram singh निवासी fbd ने की । साक्षी सं:1 को हम मन्बरदार /अधिबन्ता के रूप में जस्टिफाई तथा पहचान सं:2 की पहचान करता है ।
For Abhas Realcor Private Limited



दिनांक 20-06-2019

Director/Auth. Signatory

For Anvesha Builders Pvt. Ltd.

For ROBUST BUILDWELL PVT LTD

Authorized Signatory/Director

Authorized Signatory/Director

C.S.
C. S. SHARMA
Advocate
Distt. Court, Faridabad

For Balaji Green Heights Pvt. Ltd.

Authorized Signatory /Director



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--2--

BETWEEN

- (1) **M/s Abhas Realcon Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Harish Chander** (Aadhaar No. 4688 4555 0446) S/o Late Sh. Shobhnath, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **6th day of June 2019,**
- (2) **M/s Anveshan Builders Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Harish Chander** (Aadhaar No. 4688 4555 0446) S/o Late Sh. Shobhnath, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **18th day of June 2019,**
- (3) **M/s Sri Balaji Green Heights Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Harish Chander** (Aadhaar No. 4688 4555 0446) S/o Late Sh. Shobhnath, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **18th day of June 2019,**



(hereinafter collectively referred to as **"THE OWNER/FIRST PARTY"** which expression shall, unless repugnant or opposed to the context hereof, includes its respective heirs, legal representatives, administrators, executors and assigns) of the **First Part.**

For Abhas Realcon Private Limited

For Anveshan Builders Pvt. Ltd.

[Signature]
Director/Auth. Signatory

[Signature]
Authorized Signatory/Director

For Sri Balaji Green Heights Pvt. Ltd.

For ROBUST-BUILDWELL PVT LTD

[Signature]
Authorized Signatory/Director

[Signature]
Authorized Signatory/Director

E - CHALLAN		Candidate Copy
Government of Haryana		
DDO Code: 0364	Valid Upto: 26-06-2019 (Cash) 20-06-2019 (Chq/DD)	
GRN No.: 0048510381	Date: 19 Jun 2019 06:39:11	
Office Name: 0364-Sub Divisional Officer Civil Faridabad	Treasury: Faridabad	
Period: (2019-20) One Time		
Head of Account	Amount	₹
0030-03-104-97-51 Pasting Fees		10
0030-03-104-99-51 Fees for Registration		100
PD AcNo	0	
Deduction Amount: ₹		0
Total/Net Amount: ₹		110
₹ One Hundred and Ten Rupees		
Tenderer's Detail		
GPF/PRAN/TIN/Act. no./VehicleNo/Taxid:-		
PAN No:		
Tenderer's Name: Inveshan builders pvt ltd		
Address: New Delhi		
Particulars: registration fees and Pasting Fees for sub registrar Faridabad		
Cheque/DD Detail:		
Depositor's Signature		
FOR USE IN RECEIVING BANK		
Bank CIN/Ref No:	IK0ACCWTM2	
Payment Date:	19/06/2019	
Bank:	SBI Aggregator	
Status:	Success	

E - CHALLAN		AG/ Dept Copy
Government of Haryana		
DDO Code: 0364	Valid Upto: 26-06-2019 (Cash) 20-06-2019 (Chq/DD)	
GRN No.: 0048510381	Date: 19 Jun 2019 06:39:11	
Office Name: 0364-Sub Divisional Officer Civil Faridabad	Treasury: Faridabad	
Period: (2019-20) One Time		
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0030-03-104-97-51 Pasting Fees		10
0030-03-104-99-51 Fees for Registration		100
PD AcNo	0	
Deduction Amount: ₹		0
Total/Net Amount: ₹		110
₹ One Hundred and Ten only		
Tenderer's Detail		
GPF/PRAN/TIN/Act. no./VehicleNo/Taxid:-		
PAN No:		
Tenderer's Name: Inveshan builders pvt ltd		
Address: New Delhi		
Particulars: registration fees and Pasting Fees for sub registrar Faridabad		
Cheque/DD Detail:		
Depositor's Signature		
FOR USE IN RECEIVING BANK		
Bank CIN/Ref No:	IK0ACCWTM2	
Payment Date:	19/06/2019	
Bank:	SBI Aggregator	
Status:	Success	



* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

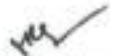
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AND


M/s Robust Buildwell Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Sector-79, Omaxe City Centre, Faridabad, acting through its authorized signatory **Shri Pankaj Karnatak** S/o Late Sh. V. D. Karnatak, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **6th day of June 2019** (hereinafter referred to as "**THE BUILDER/SECOND PARTY**") which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the **Second Part.**

AND WHEREAS, the Owner/First Party and the Builder/Second Party has entered into collaboration and have executed and signed a Collaboration Agreement dated 15.02.2019 duly registered with the Sub-Registrar Faridabad as document no. 11889 on 15.02.2019 (hereinafter referred as the "**Collaboration Agreement**") for development and construction of a Residential/Commercial Colony/ Complex (hereinafter referred to as the "**said Project**") on the land measuring 8.80625 acres situated in the revenue estate of Village Bhataula, Tehsil & District Faridabad, Haryana as detailed in said Collaboration Agreement. Under the Collaboration Agreement the Builder/Second Party agreed to be responsible for carrying out the entire construction and development of the said Project on the said Land after obtaining all requisite approvals and sanctions from the concerned competent authorities at its own costs and expenses as per the specifications, design etc. as per the sanctions/approvals granted by the concerned competent authorities. The

For Abhas Realcor Private Limited


Director/Auth. Signatory

For Anveshar Builders Pvt. Ltd.


Authorized Signatory/Director



For Balaji Green Heights Pvt. Ltd.


Authorized Signatory/Director

For ROBUST BUILDWELL PVT LTD


Authorized Signatory/Director

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Builder/Second Party further agreed to promote and market the saleable areas in the said Project. The Owner/First Party has also executed a Power of Attorney in favour of the Builder/Second Party duly registered in the office of Sub-Registrar Faridabad as document no. 394 on 15.02.2019 (hereinafter referred to as the "said Power of Attorney") in terms of said Collaboration Agreement to implement the objective of the said Collaboration Agreement.

AND WHEREAS later the Builder/Second Party in consultation with Owner/First Party applied to the Director, Town and Country Planning, Haryana, Chandigarh for issuance of license for setting up the said Residential/Commercial Colony/ Complex on the said Land measuring 8.80625 and during the scrutiny, it was observed that there were some technical issues in the description and details of said land due to which there were technical difficulties in issuance of license for setting up said Project on the said Land.

AND WHEREAS, owing to certain technical issues in obtaining license for development of said Project on the said Land, the parties herein are willing to amend/alter the definition, details and description of said Land only as mentioned in the said Collaboration Agreement including relating Annexure-1 of the said Collaboration Agreement. Further, since no alteration/amendment in the terms and conditions of the said Collaboration Agreement can be made save and except in


For Abhas Realcor Private Limited


Director/Auth. Signatory

For Balaji Green Horizons Pvt. Ltd


Authorized Signatory/Director

For Anvesha Builders Pvt. Ltd


Authorized Signatory/Director

For ROBUST BUILDWELL PVT LTD


Authorized Signatory/Director



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writing between the parties, the parties herein are desirous to enter into this addendum to the said Collaboration Agreement.

AND WHEREAS the parties herein agreed that the definition, details and description of said Land as mentioned in the said Collaboration agreement shall be amended/alterd/substituted with the land comprised in Khewat No. 6, Khatauni No. 7, Rectangle No. 29 Killa/Khasra No. 21/2/2 min east (0-17), 21/3/2 min south (0-4) Rectangle No. 37 Killa/Khasra No. 13/1 (3-0), Khewat No. 7, Khatauni No. 8, Rectangle No. 29 Killa/Khasra No. 21/3/3 min south (0-2), 21/4/1 min south (x-x) Rectangle No. 37 Killa/Khasra No. 8/2 min south (2-4), Khewat No. 9, Khatauni No. 10, Rectangle No. 29 Killa/Khasra No. 21/4/2 min south (0-5), 22/1 min south (0-4) Rectangle No. 37 Killa/Khasra No. 2 min north (1-1), 8/1/1 min south (0-9), Khatauni No. 11 Rectangle No. 37 Killa/Khasra No. 7/2 min south (3-0), 8/1/2 min south (1-15), Khewat No. 10, Khatauni No. 12, Rectangle No. 37 Killa/Khasra No. 13/2 (5-0), 14/1 (1-0), Khewat No. 126, Khatauni No. 150 Rectangle No. 37 Killa/Khasra No. 14/2/1 (5-10), Khewat No. 2, Khatauni No. 3, Rectangle No. 37 Killa/Khasra No. 16/2 min north (0-12), Khewat No. 162, Khatauni No. 187, Rectangle No. 37 Killa/Khasra No. 16/1 min north (2-6), Khewat No. 261, Khatauni No. 345, Rectangle No. 36 Killa/Khasra No. 20 min north (2-19), 17/1 min north (1-9), Khewat No. 396, Khatauni No. 529, Rectangle No. 37 Killa/Khasra No. 19/1 (4-0), Khatauni No. 530 Rectangle No. 37 Killa/Khasra No. 17/2 (4-0), 18 (8-0), 23/2 (7-10) total kite 23 land admeasuring **55 Kanal 7 Marle i.e. 6.91875 Acres** whereof the First Party is the

For Abhas Realcor Private Limited

[Signature]
Director/Auth. Signatory

For Anvesha Builders Pvt. Ltd.

[Signature]
Authorised Signatory/Director

For Balaji Green Heights Pvt. Ltd

[Signature]
Authorised Signatory/Director

For ROBUST BUILDWELL
[Signature]
Authorised Signatory/Director



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owner by registered Sale Deed bearing Nos. 12603, 12604, 15780, 16426, 338 and 169 dated 02.12.2010, 02.12.2010, 28.01.2011, 04.02.2011, 09.04.2012 and 04.04.2012 respectively, Mutation Nos. 3224, 3225, 3262, 3270, 3386 and 3387 and Jamabandi records for the year 2008-2009, situated at Village Bhataula, Tehsil and District Faridabad, as detailed in the schedule of land, annexed herewith as **Annexure-1** (hereinafter referred to as the "**said Project Land**").

AND WHEREAS, it is categorically agreed between the parties herein that no modification/alteration etc. in the terms and conditions of the said Collaboration Agreement is being undertaken vide this Addendum and this Addendum is being entered only for alteration/amendment/substitution of definition, details, description and schedule of said Land and relating Annexure-1 as mentioned in the said Collaboration Agreement.

AND WHEREAS, thus the parties herein are entering into this addendum to Collaboration Agreement for alteration/amendment/substitution of definition, details, schedule and description of said Land only and relating Annexure-1 of the said Collaboration Agreement as per the terms and conditions of this addendum appearing hereinafter.



NOW, THEREFORE, THIS ADDENDUM TO COLLABORATION AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS UNDER:

1. That the parties herein are agree that "said Land" wherever mentioned in the said Collaboration Agreement shall be substituted/replaced with "said Project Land" as defined in this Addendum.

For Abhas Realcor Private Limited

For Advesher Builders Pvt. Ltd.

Director/Auth. Signatory

Authorized Signatory/Director

For Boleji Green Heights Pvt. Ltd.

For ROBUST BUILDWELL PVT LTD

Authorized Signatory/Director

Authorized Signatory/Director

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2. That the parties herein are agree that entire clause 1 of said Collaboration Agreement hereby stands deleted and is absolutely substituted with the following:

"1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the said Project Land comprised in Khewat No. 6, Khatauni No. 7, Rectangle No. 29 Killa/Khasra No. 21/2/2 min east (0-17), 21/3/2 min south (0-4) Rectangle No. 37 Killa/Khasra No. 13/1 (3-0), Khewat No. 7, Khatauni No. 8, Rectangle No. 29 Killa/Khasra No. 21/3/3 min south (0-2), 21/4/1 min south (x-x) Rectangle No. 37 Killa/Khasra No. 8/2 min south (2-4), Khewat No. 9, Khatauni No. 10, Rectangle No. 37 Killa/Khasra No. 21/4/2 min south (0-5), 22/1 min south (0-4) Rectangle No. 37 Killa/Khasra No. 2 min north (1-1), 8/1/1 min north (1-1), 8/1/2 min south (1-15), Khewat No. 10, Khatauni No. 12, Rectangle No. 37 Killa/Khasra No. 13/2 (5-0), 14/1 (1-0), Khewat No. 126, Khatauni No. 150 Rectangle No. 37 Killa/Khasra No. 14/2/1 (5-10), Khewat No. 2, Khatauni No. 3, Rectangle No. 37 Killa/Khasra No. 16/2 min north (0-12), Khewat No. 162, Khatauni No. 187, Rectangle No. 37 Killa/Khasra No. 16/1 min north (2-6), Khewat No. 261, Khatauni No. 345, Rectangle No. 36 Killa/Khasra No. 20 min north (2-19), 17/1 min north (1-9), Khewat No. 396, Khatauni No. 529, Rectangle No. 37 Killa/Khasra No. 19/1 (4-0), Khatauni No. 530 Rectangle No. 37 Killa/Khasra No. 17/2 (4-0), 18 (8-0), 23/2 (7-10) total kite 23 land



For Abhas Realcor Private Limited

[Signature]

Director/Auth. Signatory

For Balaji Green Heights Pvt. Ltd.

[Signature]

Authorized Signatory/Director

For Anvesha Builders Pvt. Ltd.

[Signature]

Authorized Signatory/Director

For ROBUST BUILDWELL PVT LTD

[Signature]

Authorized Signatory/Director

admeasuring **55 Kanal 7 Marla i.e. 6.91875 Acres** hereto by registered Sale Deed bearing Nos. 12603, 12604, 15780, 16426, 338 and 169 dated 02.12.2010, 02.12.2010, 28.01.2011, 04.02.2011, 09.04.2012 and 04.04.2012 respectively, Mutation Nos. 3224, 3225, 3262, 3270, 3386 and 3387 and Jamabandi records for the year 2008-2009, situated at Village Bhataula, Tehsil and District Faridabad, Haryana for utilizing the same for development and construction of the said Project."

- 3. That pursuant to substitution of definition, details and description of the said Land with the said Project Land as defined in this Addendum, Annexure-1 of the said Collaboration Agreement stands substituted with Annexure-1 of this Addendum, annexed herewith.
- 4. That the parties herein are agree that the definition, details, description and schedule of said Land mentioned in the said Power of Attorney shall be considered to have been replaced/substituted with said Project Land and Annexure-1 of this Addendum. The Owner/First Party hereby agrees that, if required, it shall constitute the Builder/Second Party as its attorney by a separate fresh document in terms of said Collaboration Agreement incorporating the amendments made in this Addendum.
- 5. That the Builder/Second Party admits and acknowledges that it shall continue to be the developer of the said Project and shall continue to be liable and



For Abhas Realcor Private Limited For Anveshar Builders Pvt. Ltd.

Director/Auth. Signatory

Authorised Signatory/Director

For Balaji Green Heights Pvt. Ltd.

For ROBUST BUILDWELL PVT LTD

Authorised Signatory/Director

Authorised Signatory/Director

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responsible for all its obligations as provided in the said Collaboration Agreement and that it shall not be absolved of any of its obligations under the said Collaboration Agreement with respect to construction, development and completion of the said Project.

- 6. That it is categorically agreed between the parties herein that no modification/alteration etc. in the terms and conditions of the said Collaboration Agreement has been undertaken vide this Addendum and this Addendum has been entered into between the parties only for alteration/amendment/substitution of definition, details, description and schedule of said Land and relating Annexure-1 as mentioned in the said Collaboration Agreement.
- 7. That this Addendum to Collaboration Agreement shall form part and parcel of the said Collaboration Agreement and shall alter/modify the definition, details, description and schedule of said Land and relating Annexure-1 only.
- 8. That it is agreed between the parties hereto that except alteration/amendment/substitution of definition, details, description and schedule of said Land and relating Annexure-1, all terms and conditions of the Collaboration Agreement shall remain unaltered and shall continue to be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands unto this Addendum to the Collaboration Agreement on



For Abhas Realcor Private Limited

For Anveshar Builders Pvt. Ltd.

[Signature]
Director/Auth. Signatory

[Signature]
Authorized Signatory/Director

For Balaji Green Heights Pvt. Ltd.

For ROBUST BUILDWELL PVT LTD

[Signature]
Authorized Signatory/Director

[Signature]
Authorized Signatory/Director

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the day, month and year first hereinabove written in the presence of the following witnesses:

Witnesses.

1.

C. S. SHARMA
Advocate
Distt. Court, Faridabad

M/s Abhas Realcon Pvt. Ltd.

For Abhas Realcon Private Limited

Director/Auth. Signatory
(Shri-Harish Chander)
Authorized signatory

M/s Anveshan Builders Pvt. Ltd.

For Anveshan Builders Pvt. Ltd.

Authorized Signatory/Director
(Shri Harish Chander)
Authorized signatory

M/s Sri Balaji Green Heights Pvt. Ltd.

For Sri Balaji Green Heights Pvt. Ltd.

Authorized Signatory/Director
(Shri Harish Chander)
Authorized signatory

.....OWNER



2. Bhagwat Singh son of Shri Ram Singh, resident of Village Bahadarpur Distt. Faridabad



M/s Robust Buildwell Pvt. Ltd.,

For ROBUST BUILDWELL PVT LTD

Authorized Signatory/Director
(Mr. Pankaj Karnatak)
Authorized Signatory

.....BUILDER

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**ANNEXURE-1
SCHEDULE OF LAND SITUTED AT VILLAGE BHATAULA, TEHSIL & DISTRICT
FARIDABAD**

S.No.	Mutation No.	Land Owner	Rect. No.	Killa No.	Area	
					Kanal	Marla
1	3262 3270	M/s Abhas Realcon Pvt. Ltd. having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019	37	2 MIN NORTH	1	1
				7/2 MIN SOUTH	3	0
				8/1/1 MIN SOUTH	0	9
				8/1/2 MIN SOUTH	1	15
				8/2 MIN SOUTH	2	4
				13/1	3	0
				13/2	5	0
				14/1	1	0
				14/2/1	5	10
				21/2/2 MIN EAST SOUTH	0	17
				21/3/2 MIN SOUTH	0	4
				21/3/3 MIN SOUTH	0	2
				21/4/1 MIN SOUTH	0	0
				21/4/2 MIN SOUTH	0	5
				22/1 MIN SOUTH	0	4
Sub Total				KITA 15	24	11
				3.06875 Acres		
2	3224 3225	M/s Anveshan Builders Pvt. Ltd. having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019	36	20 MIN NORTH	2	19
				37	16/1 MIN NORTH	2
			16/2 MIN NORTH		0	12
			17/1 MIN NORTH	1	9	
Sub Total				KITA 4	7	6
				0.9125 Acres		



For ROBUST BUILDWELL PVT LTD
Authorised Signatory/Director

For Abhas Realcor Private Limited

For Anveshan Builders Pvt. Ltd.

For Green Heights Pvt. Ltd

[Signature]
Director/Auth. Signatory

[Signature]
Authorised Signatory/Director

[Signature]
Authorised Signatory/Director

Reg. No. Reg. Year Book No.
 3422 2019-2020 1



पेशकर्ता



दावेदार



गवाह

Director/Auth. Signatory

For Balaji Green Heights Pvt. Ltd.

Authorised Signatory/Director

For Abhas Realcor Private Limited

उप/सचुंक्त पंजीयन अधिकारी

Director/Auth. Signatory

पेशकर्ता :- ms Abhas Realcor Pvt. Ltd and others thru Harish chander

दावेदार :- ms Robust Buildwell pvt. ltd thru pankaj kamatak For ROBUST BUILDWELL PVT LTD

गवाह 1 :- C.S. Sharma, Adv

Authorised Signatory/Director

गवाह 2 :- Bhagwat singh



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3422 आज दिनांक 20-06-2019 को बही नं 1 जिल्द नं 4 के पृष्ठ नं 55.5 पर किया गया तथा इसकी प्रकृति अतिरिक्त बही संख्या 1 जिल्द नं 103 के पृष्ठ संख्या 7 से 9 पर लिपिकई गये पृष्ठों में प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंकित कर समर्थन किया है।

दिनांक 20-06-2019

उप/सचुंक्त पंजीयन अधिकारी (फरीदाबाद)

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3	3386 3387	M/s Sri Balaji Green Heights Pvt. Ltd. having its registered office at 10, Local Shopping Centre Kalkaji, New Delhi- 110 019	37	17/2	4	0
				18	8	0
				19/1	4	0
				23/2	7	10
Sub Total				KITA 4	23	10
				2.9375 Acres		
Grand Total				KITA 23	55	7
				6.91875 Acres		


For Abhas Realcor Private Limited

For Anvesha Builders Pvt. Ltd.


Director/Auth. Signatory


Authorised Signatory/Director


Sri Balaji Green Heights Pvt. Ltd.


Authorised Signatory/Director

For ROBUST BUILDWELL PVT LTD


Authorised Signatory/Director



Attested True Copy

27 JUN 2020
NOTARY, Chandigarh

DDO Code: 3364	E - CHALLAN Government of Haryana		Card-less Copy
Valid Upto: 21-02-2019 (Cash) 15-02-2019 (Chq/DD)			
GRN No.: 0044249853	Date: 14 Feb 2019 14:56:08		
Office Name: 0364-Sub Divisional Officer C. Faridabad	Treasury: Faridabad		
Period: (2018-19) One Time	<i>11889</i> <i>17/2/19</i>		
Head of Account		Amount ₹	
0000-00-104-99-51 Pasting Fees		0	
0000-00-104-99-51 Fees for Registration		50000	
PD AcNo: 0			
Deduction Amount: ₹		0	
Total/Net Amount: ₹		50000	
₹ Fifty Thousands Six Rupees			
Tenderer's Detail			
GPF/PRAN/TIN/Act. no./VehicleNo/TaxId:-			
PAN No:			
Tenderer's Name: Robust Buildwell Pvt Ltd			
Address: Sector 79 Dwarka City Centre Faridabad			
Particulars: Registration Fee			
Cheque/DD- Detail: _____			
Depositor's Signature			
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No:	8033681123		
Payment Date:	14/02/2019		
Bank:	Punjab National Bank Aggregator		
Status:	Success		

✓
127 JUN 2020

Attested True Copy
[Signature]
NOTARY, Chandigarh



Attested True Copy
28 FEB 2019
NOTARY, Chandigarh

* Note :-> Depositor should approach treasury for judicial status of this challan at 'Verify Challan' on e-Gras web portal for cash or clearance of cheque / DD.

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Indian-Non Judicial Stamp Haryana Government



Date: 14/02/2019

Non Judicial

Certificate No. E0N2019B424
GRN No. 44207565



Stamp Duty Paid : ₹ 2640000
Penalty : ₹ 0

Seller / First Party Detail

Name: Abhas Realcon Pvt ltd
H.No/Floor: 10isc Sector/Ward: Na LandMark: Kalkaji
City/Village: New delhi District: New delhi State: Delhi
Phone: 9873902177 Others: Anyeshan builders pvt ltd and sri balaji group of pvt ltd



Buyer / Second Party Detail

Name: Robust Buildwell Pvt ltd
H.No/Floor: Na Sector/Ward: 79 LandMark: Omaxe city center
City/Village: Faridabad District: Faridabad State: Haryana
Phone: 9711800734

Purpose: Collaboration Agreement



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

COLLABORATION AGREEMENT

Valuation : 13,20,93,750/-
Area : 8.80625 Acres
Village : Bhataula, Faridabad
E-Stamp Duty : Rs. 26,40,000/-
E-Stamp No. : E0N2019B424
E-Stamp Date : 14/02/2019
Issued by : Govt. of Haryana

REGISTRATION FEE
GRN No. : 44249853
Date : 14/02/2019
Amount : Rs. 50006/-



THIS AGREEMENT OF COLLABORATION is made and executed at Faridabad on this the 15th day of February, 2019.

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प्रलेख नः 11889

दिनांक: 15-02-2019

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	COLLABORATION
तहसील/सब-तहसील	फरीदाबाद
गांव/शहर	भतोला
धन संबंधी विवरण	
राशि 132093752 रुपये	स्टाम्प ड्यूटी की राशि 2641875 रुपये
स्टाम्प नं 0062019b124	स्टाम्प की राशि 2640000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan: 44249853
Deficiency Stamp no: 0062019b128	Deficiency Grno: 44268052
Drafted By: B. B. Garg Adv	Deficiency Amt: 1900
	Service Charge 0

यह प्रलेख आज दिनांक 15-02-2019 दिन शुक्रवार समय 11:32:00 AM बजे श्री/श्रीमती /कुमारी Ms Abbas Realcon P Ltd Fir thru Manoj Kumar Gupta पुत्र - निवास (च) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Manoj Gupta

हस्ताक्षर प्रस्तुतकर्ता

Ms Abbas Realcon P Ltd Fir thru Manoj Kumar Gupta

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms Robust Buildwell P Ltd Thru Deepak Garg पुत्र - निवासी (च) है। प्रस्तुत प्रलेख की तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी B. B. Garg पिता Adv निवासी (च) व श्री/श्रीमती /कुमारी B. B. Garg पिता Sukhraj निवासी (च) के। साथी नं: 1 को इन नम्बरदार /अधिकारता के रूप में जानते हैं तथा वह साथी नं: 2 की पहचान करता है।

दिनांक 15-02-2019

Manoj Gupta
उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

FARIDABAD

130

Agreement Award



Indian-Non Judicial Stamp Haryana Government



Date: 15/02/2019

Certificate No. E002019B128
GRN No. 44268052



Stamp Duty Paid: ₹ 1900
(Per Sq. Ft.)
Penalty: ₹ 0
(Per Sq. Ft.)

Seller / First Party Detail

Name: Abhas Realcon Pvt Ltd
H.No/Floor: 10/1sc Sector/Ward: Na LandMark: Kalkaji
City/Village: New delhi District: New delhi State: Delhi
Phone: 9873902177 Others: Arveshan builders pvt ltd and ari balaji group of pvt ltd



Buyer / Second Party Detail

Name: Robust Buildwell Pvt Ltd
H.No/Floor: Na Sector/Ward: 79 LandMark: Omaxe city center
City/Village: Faridabad District: - Faridabad State: Haryana
Phone: 9711800734

Purpose: Collaboration Agreement

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

DEFICIENCY



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BETWEEN

- (1) **M/s Abhas Realcon Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Manoj Kumar Gupta** S/o Sh. R. C. Gupta, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **31/01/2019**,
- (2) **M/s Anveshan Builders Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Manoj Kumar Gupta** S/o Sh. R. C. Gupta, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **31/01/2019**,
- (3) **M/s Sri Balaji Green Heights Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Manoj Kumar Gupta** S/o Sh. R. C. Gupta, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **14/01/2019**,

(hereinafter collectively referred to as "**THE OWNER**" which expression shall, unless repugnant or opposed to the context hereof, includes its respective heirs, legal representatives, administrators, executors and assigns) of the **First Part**.

AND

M/s Robust Buildwell Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Sector-79, Omaxe City Centre, Faridabad, acting through its authorized signatory **Shri Deepak Garg** S/o Sh. Itar Chand Garg, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **31/01/2019** (hereinafter referred to as "**THE BUILDER**" which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the **Second Part**.

WHEREAS the Owner is in possession of and otherwise well and sufficiently entitled to and having absolute marketable right, title and interest in all that pieces and parcels of agricultural land comprised in Khewat No. 6, Khatauni No. 7, Rectangle No. 29 Killa/Khasra No. 21/2/2 min east (0-17), 21/3/2 min south (0-4) Rectangle No. 37 Killa/Khasra No. 13/1 (3-0), Khewat No. 7, Khatauni No. 8, Rectangle No. 29 Killa/Khasra No. 21/3/3 min south (0-2), 21/4/1 min south (x-x) Rectangle No. 37 Killa/Khasra No. 8/2 (4-0), Khewat No. 9, Khatauni No. 10, Rectangle No. 29 Killa/Khasra No. 21/4/2 min south (0-5), 22/1 min south (0-4) Rectangle No. 37 Killa/Khasra No. 2 min north (1-1), 8/1/1 (0-17), Khatauni No. 11 Rectangle No. 37 Killa/Khasra No. 7/2 (6-10), 8/1/2 (3-3), Khewat No. 10, Khatauni No. 12, Rectangle No. 37 Killa/Khasra No. 13/2 (5-0), 14/1 (1-0), Khewat No. 126, Khatauni No. 149, Rectangle No. 37 Killa/Khasra No. 3 (8-0), Khatauni No. 150 Rectangle No. 37 Killa/Khasra No. 14/2/1 (5-10), Khewat No. 2, Khatauni No. 3, Rectangle No. 37 Killa/Khasra No. 16/2 min



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north (0-12), Khewat No. 162, Khatauni No. 187, Rectangle No. 37 Killa/Khasra No. 16/1 min north (2-6), Khewat No. 261, Khatauni No. 345, Rectangle No. 36 Killa/Khasra No. 20 min north (2-19), 17/1 min north (1-9), Khewat No. 396, Khatauni No. 529, Rectangle No. 37 Killa/Khasra No. 19/1 (4-0), Khatauni No. 530 Rectangle No. 37 Killa/Khasra No. 17/2 (4-0), 18 (8-0), 23/2 (7-10) total kate 24 land admeasuring **70 Kanal 9 Marle i.e. 8.80625 Acres** hereto by registered Sale Deed bearing Nos. 12603, 12604, 15780, 16426, 338 and 169 dated 02.12.2010, 02.12.2010, 28.01.2011, 04.02.2011, 09.04.2012 and 04.04.2012 respectively, Mutation Nos. 3224, 3225, 3262, 3270, 3386 and 3387 and Jamabandi records for the year 2008-2009, situated at Village Bhataula, Tehsil and District Faridabad, Haryana, as detailed in the schedule of land, annexed herewith as **Annexure-1** (hereinafter referred to as the "**Said Land**").

AND WHEREAS the Owner contemplates to develop the said Land by setting up a Residential/Commercial Colony/ Complex after obtaining requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.

AND WHEREAS the Owner is not fully equipped to execute and complete the work of development and construction on the said land of its own, therefore, requested the Builder who is already engaged in the development and construction of several Residential Plotted/Group Housing Colony/Commercial projects located near the said Land and the owner also knows that the builder is well reputed and experienced in this line of business and is in a position to obtain necessary permissions for change of land use, licenses etc. and is competent to collaborate with the Owner for development of said land.

AND WHEREAS upon request and representation of the owner, the Builder has agreed to undertake the execution and completion of the said Residential/Commercial Colony/ Complex on the said land i.e. 8.80625 acres after obtaining the requisite permissions for change of land use, licenses, sanctions etc. (hereinafter referred to as the "**said Project**").

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under: -

1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the said Land comprised in Khewat No. 6, Khatauni No. 7, Rectangle No. 29 Killa/Khasra No. 21/2/2 min east (0-17), 21/3/2 min south (0-4) Rectangle No. 37 Killa/Khasra No. 13/1 (3-0), Khewat No. 7, Khatauni No. 8, Rectangle No. 29 Killa/Khasra No. 21/3/3 min south (0-2), 21/4/1 min south (x-x) Rectangle No. 37 Killa/Khasra No. 8/2 (4-0), Khewat No. 9, Khatauni No. 10, Rectangle No. 29 Killa/Khasra No. 21/4/2 min south (0-5), 22/1 min south (0-4) Rectangle No. 37 Killa/Khasra No. 2 min north (1-1), 8/1/1 (0-17), Khatauni No. 11 Rectangle No. 37 Killa/Khasra No. 7/2 (5-10), 8/1/2 (3-3), Khewat No. 10, Khatauni No. 12, Rectangle No. 37 Killa/Khasra No. 13/2 (5-0), 14/1 (1-0), Khewat No. 126, Khatauni No. 149, Rectangle No. 37 Killa/Khasra No. 3 (8-0), Khatauni No. 150 Rectangle No. 37 Killa/Khasra No. 14/2/1 (5-10), Khewat No. 2, Khatauni No. 3, Rectangle No. 37 Killa/Khasra No. 16/2 min north (0-12), Khewat No. 162, Khatauni No. 187, Rectangle No. 37 Killa/Khasra No. 16/1 min

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north (2-6), Khewat No. 261, Khatauni No. 345, Rectangle No. 36 Killa/Khasra No. 20 min north (2-19), 17/1 min north (1-9), Khewat No. 396, Khatauni No. 529, Rectangle No. 37 Killa/Khasra No. 19/1 (4-0), Khatauni No. 530 Rectangle No. 37 Killa/Khasra No. 17/2 (4-0), 18 (8-0), 23/2 (7-10) total kite 24 land admeasuring **70 Kanal 9 Marla i.e. 8.80625 Acres** hereto by registered Sale Deed bearing Nos. 12603, 12604, 15780, 16426, 338 and 169 dated 02.12.2010, 02.12.2010, 28.01.2011, 04.02.2011, 09.04.2012 and 04.04.2012 respectively, Mutation Nos. 3224, 3225, 3262, 3270, 3386 and 3387 and Jamabandi records for the year 2008-2009, situated at Village Bhataula, Tehsil and District Faridabad, Haryana for utilizing the same for development and construction of the said Project.

2. That the Builder undertakes to develop the Said Land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals from all Competent Authorities and thereafter to develop and construct the Said Land. The Owner agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Builder, the said land and to irrevocably vest in the Builder all the authority of the Owner as may be necessary in the discretion of the Builder for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of the said Project thereon. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Builder.
3. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plans and the rules and bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as may be prescribed thereof. The said building plans for the Said Project shall be filed for permission to construct the maximum permissible covered area on the said land.
4. That the Builder shall, at the earliest possible time in consultation with the Owner, proceed to have suitable design, model and / or plans prepared for the proposed said Project and get the same approved / sanctioned from the Competent Authority(s). For this purpose the Builder, undertakes to engage and employ reputed Architect(s) at its own cost, expenses and responsibilities. The Builder shall, for and on behalf of and in the name of the Owner, apply to the Town & Country Planning Department, Haryana and / or such other Authorities as may be concerned with the matter for obtaining the requisite licenses, permissions, sanctions, and approvals for the development and construction of the said Project on the said land in accordance with the applicable Zonal Plans. However, the Builder shall be entitled to make and the Owner agrees to such variations in the design of the plans as may be required or considered by the Builder desirable or necessary for optimum utilizations of the said land.
5. That the entire amount required for the cost of development and construction of the said Project including the charges and fees of the

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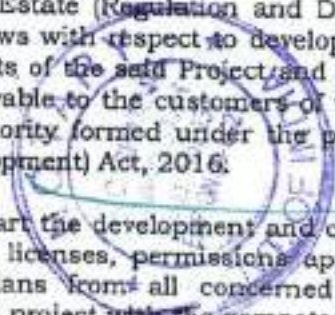
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Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Scrutiny Fees, License Fees, Conversion Charges, Internal/External/Infrastructure Development Charges, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the said land/said Project, provision of fire-fighting equipment arrangements, as may be prescribed by the concerned Authority, shall be wholly to the account of the Builder. The said project to be constructed by the Builder shall be of first class construction and the specification and material employed and the facilities provided shall not be inferior to those used, employed or provided in any other such Project constructed in the vicinity. If the Owner decides to change the quality and specifications of items involved in their share of built/un-built areas of the said Project, then the differences in cost of these items shall be borne by the Owner.

- 6. a) In consideration of the Owner/First Party providing the Land and the Builder/Second Party carrying on the development and construction of the said Project at its own cost, the Parties have decided to allocate the revenue/ sale proceeds generated out of sale of saleable areas in the said Project, after deduction of sum received on account of Interest Free Maintenance Security (IFMS) deposit, EDC/ IDC, and various other taxes and levies in the following manner:

Owner/First Party	:	Builder/Second Party
6%		94%

- b) The allocation/ distribution of revenue shares of 6% to Owner/First Party as aforesaid shall be made by the Builder/Second Party against land contribution by the Owner/First Party from the designated project collection account fortnightly/ monthly/ quarterly/ half yearly/ yearly.
- 7. That the Owner has delivered and handed over the actual, physical, vacant, possession of the said land to the Builder on execution of this Agreement.
- 8. That the Builder shall be fully liable and responsible for compliance of necessary provisions under Real Estate (Regulation and Development) Act, 2016 and other applicable laws with respect to development, sale, marketing etc. of the saleable units of the said Project and solely liable for any penalty/compensation payable to the customers of the saleable units and/or the competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016.
- 9. That the Builder undertakes to start the development and construction work after obtaining all requisite licenses, permissions approvals etc. including sanctioned building plans from all concerned competent authorities and registration of said project with the competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and complete the construction of the said

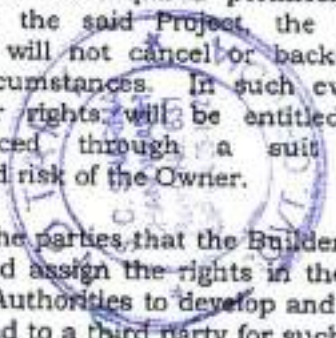


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Project within 60 months thereof or such extended period as may be mutually agreed between the parties. If the non-completion of the said Project is the result of earthquake, lightening or any order or notification of the Government which prevents the progress of the construction or by reason of non-availability of steel and/or cement or other building materials or dispute with construction agency or slow down, strike, lock out, civil commotion or by reason of war or enemy action or act of God or for any reason beyond the control of the Builder, the Builder shall be entitled to a reasonable extension of time for completing the said Project. On happening of such eventuality, the Builder shall make a formal request for extension of time to the Owner and get their approval/sanction in writing thereto (which shall not be unreasonably withheld by the Owner).

- 10. a) That the time for completion of the said Project as stated in Clause 9 above is the essence of this contract. If the Builder shall in any manner neglect or fail to carry on and complete the work of construction within the period of 60 months from the date of start of construction or such extended period as may be mutually agreed, then and in any such case, the Owner shall without avoiding the contract, be entitled to get the work completed at the risk and cost of the Builder and upon completion, to receive payment of the expenses incurred by the Owner in completing the said Project. Save as aforesaid, the shares/entitlements of the parties hereto in the built/un-built/developed plotted areas of the said Project mentioned in this Agreement shall remain the same and effective. The Building(s) will be treated as complete when the structure, flooring, doors and windows are complete and paint and polish work is also completed and the Occupancy certificate in respect thereof has been granted by the Competent Authority.
 - (b) That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtain the licenses for the said Project, it is the condition of this Agreement that after obtaining the licenses and the required permissions from the concerned authorities for the said Project, the Owner or its nominee(s) or legal heirs will not cancel or backout from this Agreement under any circumstances. In such eventuality, the Builder besides its other rights, will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the Owner.
 - (c) That it is agreed between the parties that the Builder may, if deem fit and proper, transfer and assign the rights in the licenses etc. granted by the competent Authorities to develop and construct the said Project on the said land to a third party for such price and on such terms and conditions as the Builder may in consultation with the Owner decide.
11. That the parties have further agreed that the Builder shall be entitled to retain or let out or transfer or book for sale or enter into Agreement for sale or sell out the built-up/un-built up areas, any units or spaces



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as detailed above in the said Project to be put up on the said land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town & Country Planning Department, Haryana, concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 or any other Authority concerned. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.

- 12. That all rates, cesses and taxes due and payable in respect of the said land shall be the exclusive liability of the Builder.
- 13. That the Owner covenants with the Builder that it shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana, authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or such other Authority concerned with the matter and further that the Owner shall also, within a week of receipt of any request from the Builder, sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Project and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owner, which will adversely affect their Ownership rights in the said land.
- 14. That the Owner simultaneously undertakes to constitute the Builder and/or its duly appointed nominee(s), as its attorney by a separate document for submitting applications to the various authorities including the concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016, requisitions, licenses, permissions, approvals, sanctions, allotment of building material, allotment of other materials and all other matters statutorily required to be done and performed in connection with the development, construction and completion of the said Project and for booking, allotment and sale of developed/built-up units therein and for all purposes mentioned in the draft of Power of Attorney approved by the parties hereto till the duration and full implementation of this Agreement in all respects. However, the Builder undertakes in its capacity as a Builder in terms of this Agreement and as attorney for the Owner not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Laws or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, the entire liability in this behalf shall be incurred and discharged by the Builder and further more the Builder undertakes to keep the Owner harmless and indemnified against all such claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
- 15. That the Builder shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labor

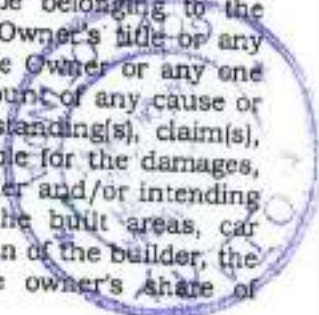


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laws, rules and regulations as are in force or may be introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Builder and no liability on this account shall fall on the Owner.

- 16. That the Builder shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Builder with various statutory authorities for seeking various approvals etc. for the said Project. The Owner undertakes that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the Builder and any delay by the Owner in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.
- 17. That it is an integral and essential term of this Agreement that the said Project shall be named by the Builder.
- 18. That the Owner have declared and represented to the Builder that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owner shall keep the said land free from all encumbrances till the duration and full implementation of this Agreement in all respects and the Builder have entered into this Agreement relying/acting upon these declarations and representations/undertaking of the Owner. Further, the Owner hereby declares that they have neither entered into any other prior agreement/arrangement with respect to the said Land for its development nor shall they enter into any such agreement/arrangement in future in respect thereof.
- 19. That in case the said land or any part thereof comprised in and subject matter of this Agreement declared to be 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), tax(s) etc., on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Builder and/or intending buyers of whole or part of Builder's share of the built areas, car parking etc. in the said Project and at the discretion of the builder, the same shall be recovered or adjusted from the owner's share of allocation.
- 20. That if there be any claim, demand, dues, tax litigation of any nature whatsoever against the Owner, then it is a condition of this Agreement that 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 construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented,



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obstructed or delayed in any manner whatsoever except in the cases of compliances of any Court orders. 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 said Project and/or sale proceeds thereof.

- 21. That the Owner undertake to execute all documents/agreements of assurances that may be necessary to be given and vouch safe to the allottees of the built up and/or un-built up areas of the said Project at the cost and expenses of the said allottees. This obligation must be discharged by the Owner through the Builder by appointing the Builder or its nominee(s) as their Attorney.
- 22. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and/or booking and sale of Builder's share of built or un-built areas of the said Project. However, if any defect is pointed out in the construction while the works is in progress by the Owner, the same will be removed and rectified by the Builder.
- 23. That on execution of this Agreement, the Builder shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & Country Planning Department, Haryana, competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or such other Authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development, construction, marketing and completion of the said Project on the said land; to put up its sign boards at the premises with the legend that the said Project to be constructed as above is a Residential/Commercial Colony/Complex 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. It is specifically agreed and understood that the permission and authority granted by the Owner to the Builder under this Clause, does not empower the Builder to start and carryout any construction work on the said land until license and other necessary approvals, sanctions etc. are granted by the Competent Authority(s) as contemplated herein.
- 24. That it is agreed between the parties that the possession of the said land once delivered/handed over to the Builder for the purpose of the above mentioned said Project shall not be disturbed and they shall not be dispossessed there from.
- 25. 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 specifically recorded herein.
- 26. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual cooperation keeping

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in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this Agreement.

- 27. That this Agreement shall always be deemed to be subject to the usual force majeure clause.
- 28. That the Owner shall be fully responsible, liable and bound to execute and register the requisite sale deed(s)/conveyance deed(s) etc. or such other document(s), or instrument(s) in favour of builder or its nominee(s) for the entire said land and part thereof and/or in favour of the intending purchaser(s) of unit(s)/ floor(s)/space(s)/plots car parking etc. in respect of the unit(s), floor, space(s), plots etc. agreed to be sold to different intending purchaser(s) by the Builder at the cost and expense of the said intending Purchaser(s) and shall transfer the perfect title to the builder or its nominee(s) or to the said intending purchaser(s) as the case may be and present themselves personally or through their attorney before the concerned office of Registrar for registration of such requisite documents as and when demanded or requested by the builder upon fulfillment of all commitments made hereto and/or upon compliance of all obligations by the builder as set out under this agreement.
- 29. That the Builder (Robust Buildwell Pvt. Ltd.) shall be responsible for compliance of all terms and conditions of License/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony/said Project or relieved of the responsibility by the DGTCP, Haryana, whichever is earlier.
- 30. That the this Collaboration Agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of the said Collaboration Agreement shall be undertaken, except after obtaining prior approval of DGTCP, Haryana.
- 31. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said land including the constructions made thereon within the said Project against any attachment, seizures or sale thereof.
- 32. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire Agreement between them. No changes or alterations to this Agreement shall be done without the written consent of the parties hereto.
- 33. That the Parties hereto shall not assign, transfer, charge or encumber in any manner this Agreement or his/their/its rights and benefits under this Agreement to any person without the prior written approval of the other party.
- 34. That the Allotment Letters will be issued to the prospective allottees after sanctions of Layout Plans from the Director, Town & Country

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Planning, Haryana/HUDA and registration of said project with the concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or other concerned Authorities as mutually agreed between the parties.

- 35. That the Builder shall be allowed to raise funds from the financial institutions on the said Land for development and construction the said Project and the Owner shall have no objection for raising such loans and funds and will sign/execute all necessary/required documents and shall extend all cooperation. The Builder only shall be responsible for payment of principal and interest amount to the Financial Institution and Owner shall have no obligation towards it.
- 36. That in pursuance of the due performance 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 heirs, successors, administrators, liquidators and assigns.
- 37. That the failures 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.
- 38. That if the said Project is abandoned, neglected or otherwise fails due to breach of contract and default on the part of the Builder, then the Builder undertake to keep the Owner harmless and indemnified against all claims, demands, damages and losses.
- 39. That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable laws, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable laws and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 40. The Parties hereto agree that if any dispute and /or difference arise between the parties in respect of the present Collaboration Agreement, the same shall be settled through arbitration by the sole arbitrator to be appointed by the Builder. It is also agreed between the parties that the arbitration proceedings shall be in accordance of The Arbitration and Conciliation Act, 1996. The award so made by the sole arbitrator shall be final and binding on the parties. It is agreed between the parties that the arbitration proceedings shall be conducted in Delhi only. Subject to arbitration as referred above, the Punjab and Haryana High Court at Chandigarh, and Courts of District at Paridabad alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
- 41. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.

Manoj

Dinesh

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement at Faridabad on the day, month and year mentioned above in the presence of witnesses.

WITNESSES:

M

1. B.B. Garg, Advocate
Distt. Court, Sector-12,
Faridabad

M/s Abhas Realcon Pvt. Ltd.

Manoj Gupta

(Manoj Kumar Gupta)
Authorized signatory

M/s Anveshan Builders Pvt. Ltd.

Manoj Gupta

(Manoj Kumar Gupta)
Authorized signatory

M/s Sri Balaji Green Heights Pvt. Ltd.

Manoj Gupta

(Manoj Kumar Gupta)
Authorized signatory

.....OWNER

27 JUN 2020

Deepak Garg

2. Roshan lal S/o Sukhram
Vill. Sadarpur, Palwal

M/s Robust Buildwell Pvt. Ltd.,

Deepak Garg

(Deepak Garg)
Authorized Signatory
.....BUILDER



Drafted By:-

M

Sharma

B.B.Garg/Mohit Garg, Advocate
Chamber No. 77GF, Distt. Court,
Faridabad, Mob.:- 9899111292

2020 NNR 2

Attested True Copy

NOTARY Chandigarh



Reg. No. Reg. Year Book No.

11889 2018-2019 1



पेशकर्ता



दावेदार



गवाह

उप/समुक्त पंजीयन अधिकारी

पेशकर्ता :- Ms Abhas Realcon P.Ltd Etc Thru Manoj Kumar Gupta

Manoj Kumar

दावेदार :- Ms Robust Buildwell P.Ltd Thru Deepak Garg

Deepak Garg

गवाह 1 :- B B garg

B B garg

गवाह 2 :- Roshan Lal

Roshan Lal

Attested True Copy
[Signature]
NOTARY Chandigarh

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11889 आज दिनांक 15-02-2019 को बही नं 1 जिल्द न 14 के पृष्ठ नं 172.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 356 के पृष्ठ संख्या 25 से 27 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 15-02-2019



127 JUN 2020

2423

114418500

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 19/06/2019

Certificate No. E0S2019F55



Stamp Duty Paid : ₹ 2295000
(In. One)

GRN No. 48436017



Penalty : ₹ 0
(In. Two Only)

Seller / First Party Detail

Name: PP DEVCON PVT LTD
H.No/Floor : 10 Sector/Ward : NIL LandMark : LOCAL SHOPPING CENTRE KALKAJI
City/Village : NEW DELHI District : NIL State : DELHI
Phone: 97*****39 Others : ABHAS REALCON PVT LTD



Buyer / Second Party Detail

Name : ROBUST BUILDWELL PVT LTD
H.No/Floor : NIL Sector/Ward : 79 LandMark : OMAXE CITY CENTRE
City/Village: FARIDABAD District : FARIDABAD State : HARYANA
Phone : 97*****19

Purpose : COLLABORATION AGREEMENT



Handwritten numbers: 2423, 12122

The authenticity of this document can be verified by scanning this Qr Code Through smart phone or on the website <http://www.grashry.nic.in>



COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at Faridabad on this the 20th day of June, 2019.

BETWEEN

(1) **M/s PP Devcon Pvt. Ltd.**, company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New

For PP DEVCON PRIVATE LIMITED

For Abhas Realcor Private Limited

[Signature]
Director/Authorised Signatory

[Signature]
Director/Auth. Signatory

For ROBUST BUILDWELL PVT LTD

[Signature]
Authorised Signatory/Director

प्रलेख नः3423

दिनांक:20-06-2019

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	फरीदाबाद
गांव/शहर	भतौला
धन संबंधी विवरण	
राशि 114750000 रुपये	स्टाम्प ड्यूटी की राशि 2295000 रुपये
स्टाम्प नं : 2062019055	स्टाम्प की राशि 2295000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:48436401
	पेंटिंग शुल्क 0 रुपये
Drafted By: self	Service Charge:0

यह प्रलेख आज दिनांक 20-06-2019 दिन गुस्वार समय 4:50:00 PM बजे श्री/श्रीमती /कुमारी
 ms P P Devcon pvt. ltd and others thru harish chander पुत्र . निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

For PP DEVCON PRIVATE LIMITED

Mh
 उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

Director/Authorised Signatory

हस्ताक्षर प्रस्तुतकर्ता

ms P P Devcon pvt. ltd and others thru harish chander

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ms P P Devcon pvt. ltd and others thru harish chander कर्नाटक पुत्र . हाजिर है । प्रस्तुत प्रलेख के
 लक्ष्यों को दोनों पक्षों
 ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी C.S. Sharma, Adv पिता adv निवासी ltd व
 श्री/श्रीमती /कुमारी Bhagwat singh पिता Ram singh
 निवासी ltd ने की ।
 साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में नामित है तथा वह साक्षी नं:2 की पहचान करता है ।

For PP DEVCON PRIVATE LIMITED



Mh
 उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

दिनांक: 20-06-2019

For Abhas Realcor Private Limited

Mh
 Director/Auth. Signatory

For ROBUST BUILDWELL PVT LTD

Authorised Signatory/Director

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Delhi-110 019, acting through its authorized signatory **Shri Harish Chander** (Aadhaar No. 4688 4555 0446) S/o Late Sh. Shobhnath, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **6th day of June 2019,**

- (2) **M/s Abhas Realcon Pvt. Ltd.,** company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110 019, acting through its authorized signatory **Shri Harish Chander** (Aadhaar No. 4688 4555 0446) S/o Sh. Shobhnath, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **6th day of June 2019,**

(hereinafter collectively referred to as "**THE OWNER**" which expression shall, unless repugnant or opposed to the context hereof, includes its respective heirs, legal representatives, administrators, executors and assigns) of the **First Part.**

AND

M/s Robust Buildwell Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Sector-79, Omaxe City Centre, Faridabad, acting through its authorized signatory **Shri Pankaj Karnatak** S/o Late Sh. V. D. Karnatak, who has been authorized by Board Resolution passed by the Board of Directors in the meeting held on **6th day of June 2019,** (hereinafter referred to as "**THE BUILDER**" which

For PP DEVCON PRIVATE LIMITED

For Abhas Realcon Private Limited

Director/Authorised Signatory

Director/Auth. Signatory

For ROBUST BUILDWELL PVT LTD,

Authorised Signatory/Director

DDO Code: 0264	E - CHALLAN Government of Haryana	Bank/Treasury Copy
Valid Upto: 06-07-2019 (Cash) 30-06-2019 (Chq./DD)	AG/ Dept Copy	
GRN No.: 0048436401	Date: 18 Jun 2019 11:12:45	
Office Name: 0364-Sub Divisional Officer Civil Faridabad		
Treasury: Faridabad		
Period: (2019-20) One Time		
Head of Account		
0030-03-104-97-51 Paying Fees	Amount	₹
0030-03-104-99-51 Fees for Registration		50000
For SBI Bank-Challan to be accepted under fee type -263		
PD AcNo	0	
Deduction Amount:	₹	0
Total/Net Amount:	₹	50000
₹ Fifty Thousands		
Tenderer's Detail		
GPF/PRAN/IN/ACT. no./Vehicle/No/Taxid:		
PAN No:		
Tenderer's Name: Robust Buildwell Pvt Ltd		
Address: Sector 79 Omase City Centre Faridabad		
Particulars: Registration fees for Collaboration Agreement		
Cheque/DD- Detail:	Ch. No. 517133, Dated 14-06-2019 SBI New Delhi	Depositor's Signature
FOR USE IN RECEIVING BANK		
Bank CIN No:	107963712	
Payment Date:	18/06/2019	
Bank:	All SBI Branches	

DDO Code: 0264	E - CHALLAN Government of Haryana	AG/ Dept Copy
Valid Upto: 06-07-2019 (Cash) 30-06-2019 (Chq./DD)		
GRN No.: 0048436401	Date: 18 Jun 2019 11:12:45	
Office Name: 0364-Sub Divisional Officer Civil Faridabad		
Treasury: Faridabad		
Period: (2019-20) One Time		
Head of Account		
0030-03-104-97-51 Paying Fees	Amount	₹
0030-03-104-99-51 Fees for Registration		50000
For SBI Bank-Challan to be accepted under fee type -263		
PD AcNo	0	
Deduction Amount:	₹	0
Total/Net Amount:	₹	50000
₹ Fifty Thousands		
Tenderer's Detail		
GPF/PRAN/IN/ACT. no./Vehicle/No/Taxid:		
PAN No:		
Tenderer's Name: Robust Buildwell Pvt Ltd		
Address: Sector 79 Omase City Centre Faridabad		
Particulars: Registration fees for Collaboration Agreement		
Cheque/DD- Detail:	Ch. No. 517133, Dated 14-06-2019 SBI New Delhi	Depositor's Signature
FOR USE IN RECEIVING BANK		
Bank CIN No:	107963712	
Payment Date:	18/06/2019	
Bank:	All SBI Branches	

DDO Code: 0264	E - CHALLAN Government of Haryana	Minister Copy
Valid Upto: 06-07-2019 (Cash) 30-06-2019 (Chq./DD)		
GRN No.: 0048436401	Date: 18 Jun 2019 11:12:45	
Office Name: 0364-Sub Divisional Officer Civil Faridabad		
Treasury: Faridabad		
Period: (2019-20) One Time		
Head of Account		
0030-03-104-97-51 Paying Fees	Amount	₹
0030-03-104-99-51 Fees for Registration		50000
For SBI Bank-Challan to be accepted under fee type -263		
PD AcNo	0	
Deduction Amount:	₹	0
Total/Net Amount:	₹	50000
₹ Fifty Thousands Six only		
Tenderer's Detail		
GPF/PRAN/IN/ACT. no./Vehicle/No/Taxid:		
PAN No:		
Tenderer's Name: Robust Buildwell Pvt Ltd		
Address: Sector 79 Omase City Centre Faridabad		
Particulars: Registration fees for Collaboration Agreement		
Cheque/DD- Detail:	Ch. No. 517133, Dated 14-06-2019 SBI New Delhi	Depositor's Signature
FOR USE IN RECEIVING BANK		
Bank CIN No:	107963712	
Payment Date:	18/06/2019	
Bank:	All SBI Branches	

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs. of deposit of cash or clearance of cheque / DD.
ALL SBI Branches are authorized to accept this fee (fee type 263).

expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the **Second Part**.

WHEREAS the Owner is in possession of and otherwise well and sufficiently entitled to and having absolute marketable right, title and interest in all that pieces and parcels of agricultural land comprised in Khewat No. 9, Khatauni No. 10, Rectangle No. 37 Killa/Khasra No. 8/1/1 min north (0-8), Khatauni No. 11 Rectangle No. 37 Killa/Khasra No. 7/2 min north (3-10), 8/1/2 min north (1-16), Khewat No. 7, Khatauni No. 8, Rectangle No. 37 Killa/Khasra No. 8/2 min north (1-16), Khewat No. 126, Khatauni No. 149, Rectangle No. 37 Killa/Khasra No. 3 (8-0), Khewat No. 68, Khatauni No. 77, Rectangle No. 36 Killa/Khasra No. 9 min east (3-4), 12 min east south (4-2), Khewat No. 100 min, Khatauni No. 111, Rectangle No. 30 Killa/Khasra No. 23/1 (4-16), Khatauni No. 112 Rectangle No. 30 Killa/Khasra No. 13 (8-0), 17 (8-0), 18 (8-0), 22 min north east (4-3), Khewat No. 186, Khatauni No. 228, Rectangle No. 30 Killa/Khasra No. 8/2 (5-17) total kite 13 land admeasuring **61 Kanal 4 Marle i.e. 7.65 Acres** hereto by registered Sale Deed bearing Nos. 15780 dated 28.01.2011, 10151 dated 22.03.2018, 10152 dated 22.03.2018, 6281 dated 05.02.2014 and 3072 dated 28.10.2016, Mutation Nos. 3262, 3863, 3546, 3864, 3790 and 3860 and Jamabandi records for the year 2008-2009, situated at Village Bhataula, Tehsil and District Faridabad, Haryana, as detailed in the schedule of land, annexed herewith as **Annexure-1** (hereinafter referred to as the "**Said Land**").

AND WHEREAS the Owner contemplates to develop the said Land by setting up a Residential/Commercial Colony/ Complex after obtaining requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.

AND WHEREAS the Owner is not fully equipped to execute and complete the work of development and construction on the said land of its own, therefore, requested the Builder who is already engaged

For PP DEVCON PRIVATE LIMITED

For Abbas Realcor Private Limited

Director/Authorised Signatory

Director/Auth. Signatory



Director/Authorised Signatory

Director/Authorised Signatory/Director

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in the development and construction of several Residential Plotted/Group Housing Colony/Commercial projects located near the said Land and the owner also knows that the builder is well reputed and experienced in this line of business and is in a position to obtain necessary permissions for change of land use, licenses etc. and is competent to collaborate with the Owner for development of said land.

AND WHEREAS upon request and representation of the owner, the Builder has agreed to undertake the execution and completion of the said Residential/Commercial Colony/ Complex on the said land i.e. 7.65 acres after obtaining the requisite permissions for change of land use, licenses, sanctions etc. (hereinafter referred to as the "said Project").

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under: -

1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the said Land comprised in Khewat No. 9, Khatauni No. 10, Rectangle No. 37 Killa/Khasra No. 8/1/1 min north (0-8), Khatauni No. 11 Rectangle No. 37 Killa/Khasra No. 7/2 min north (3-10), 8/1/2 min north (1-16), Khewat No. 7, Khatauni No. 8, Rectangle No. 37 Killa/Khasra No. 8/2 min north (1-16), Khewat No. 126, Khatauni No. 149, Rectangle No. 37 Killa/Khasra No. 3 (8-0), Khewat No. 68, Khatauni No. 77, Rectangle No. 36 Killa/Khasra No. 9 min east (3-4), 12 min east south (4-2), Khewat No. 100 min, Khatauni No. 111, Rectangle No. 30 Killa/Khasra No. 23/1 (4-16), Khatauni No. 112 Rectangle No. 30 Killa/Khasra No. 13 (8-0), 17 (8-0), 18 (8-0), 22 min north east (4-3), Khewat No. 186, Khatauni No. 228, Rectangle No. 30 Killa/Khasra No. 8/2 (5-17) total kite 13 land admeasuring **61 Kanal 4 Marle i.e. 7.65 Acres** hereto by registered Sale Deed bearing Nos. 15780 dated 28.01.2011, 10151 dated 22.03.2018, 10152 dated 22.03.2018, 6281 dated 05.02.2014 and 3072 dated 28.10.2016, Mutation Nos. 3262, 3863, 3546, 3864, 3790

For PP DEVCON PRIVATE LIMITED

For Abhas Realcor Private Limited



Director/Auth. Signatory


For ROBUST BUILDWELL PVT LTD
Authorized Signatory/Director

and 3860 and Jamabandi records for the year 2008-2009, situated at Village Bhataula, Tehsil and District Faridabad, Haryana for utilizing the same for development and construction of the said Project.

2. That the Builder undertakes to develop the said Land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals from all Competent Authorities and thereafter to develop and construct the Said Land. The Owner agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Builder, the said land and to irrevocably vest in the Builder all the authority of the Owner as may be necessary in the discretion of the Builder for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of the said Project thereon. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Builder.
3. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plans and the rules and bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as may be prescribed thereof. The said building plans for the Said Project shall be filed for permission to construct the maximum permissible covered area on the said land.
4. That the Builder shall, at the earliest possible time in consultation with the Owner, proceed to have suitable design, model and / or plans prepared for the proposed said Project and get the same approved / sanctioned from the Competent Authority(s). For this purpose the Builder, undertakes to engage and employ reputed Architect(s) at its own cost, expenses and responsibilities. The Builder shall, for and on behalf of and in the name of the Owner, apply to

For PP DEVCON PRIVATE LIMITED

For Abhas Realcor Private Limited


Director/Authorised Signatory


Director/Auth. Signatory

For ROBUST BUILDWELL PVT LTD


Authorised Signatory/Director

the Town & Country Planning Department, Haryana and / or such other Authorities as may be concerned with the matter for obtaining the requisite licenses, permissions, sanctions, and approvals for the development and construction of the said Project on the said land in accordance with the applicable Zonal Plans. However, the Builder shall be entitled to make and the Owner agrees to such variations in the design of the plans as may be required or considered by the Builder desirable or necessary for optimum utilizations of the said land.

5. That the entire amount required for the cost of development and 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 including Scrutiny Fees, License Fees, Conversion Charges, Internal/External/Infrastructure Development Charges, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the said land/said Project, provision of fire-fighting equipment arrangements, as may be prescribed by the concerned Authority, shall be wholly to the account of the Builder. The said project to be constructed by the Builder shall be of first class construction and the specification and material employed and the facilities provided shall not be inferior to those used, employed or provided in any other such Project constructed in the vicinity. If the Owner decides to change the quality and specifications of items involved in their share of built/un-built areas of the said Project, then the differences in cost of these items shall be borne by the Owner.
6. a) In consideration of the Owner/First Party providing the Land and the Builder/Second Party carrying on the development and construction of the said Project at its

For PP DEVCON PRIVATE LIMITED

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own cost, the Parties have decided to allocate the revenue/ sale proceeds generated out of sale of saleable areas in the said Project, after deduction of sum received on account of Interest Free Maintenance Security (IFMS) deposit, EDC/ IDC, and various other taxes and levies in the following manner:

Owner/First Party	:	Builder/Second Party
6%	:	94%

- b) The allocation/ distribution of revenue shares of 6% to Owner/First Party as aforesaid shall be made by the Builder/Second Party against land contribution by the Owner/First Party from the designated project collection account fortnightly/ monthly/ quarterly/ half yearly/ yearly.
7. That the Owner has delivered and handed over the actual, physical, vacant, possession of the said land to the Builder on execution of this Agreement.
8. That the Builder shall be fully liable and responsible for compliance of necessary provisions under Real Estate (Regulation and Development) Act, 2016 and other applicable laws with respect to development, sale, marketing etc. of the saleable units of the said Project and solely liable for any penalty/compensation payable to the customers of the saleable units and/or the competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016.
9. That the Builder undertakes to start the development and construction work after obtaining all the necessary licenses, permissions approvals etc. including sanctioned building plans from all concerned competent authorities and registration of said project with the competent authority

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formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and complete the construction of the said Project within 60 months thereof or such extended period as may be mutually agreed between the parties. If the non-completion of the said Project is the result of earthquake, lightening or any order or notification of the Government which prevents the progress of the construction or by reason of non-availability of steel and/or cement or other building materials or dispute with construction agency or slow down, strike, lock out, civil commotion or by reason of war or enemy action or act of God or for any reason beyond the control of the Builder, the Builder shall be entitled to a reasonable extension of time for completing the said Project. On happening of such eventuality, the Builder shall make a formal request for extension of time to the Owner and get their approval/sanction in writing thereto (which shall not be unreasonably withheld by the Owner).

10. a) That the time for completion of the said Project as stated in Clause 9 above is the essence of this contract. If the Builder shall in any manner neglect or fail to carry on and complete the work of construction within the period of 60 months from the date of start of construction or such extended period as may be mutually agreed, then and in any such case, the Owner shall without avoiding the contract, be entitled to get the work completed at the risk and cost of the Builder and upon completion, to receive payment of the expenses incurred by the Owner in completing the said Project. Save as aforesaid, the shares/entitlements of the parties hereto in the built/un-built/developed plotted areas of the said Project mentioned in this Agreement shall remain the same and effective. The Building(s) will be treated as complete when the structure, flooring, doors and windows are complete and paint and polish work is also completed

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and the Occupancy certificate in respect thereof has been granted by the Competent Authority.

- (b) That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtain the licenses for the said Project, it is the condition of this Agreement that after obtaining the licenses and the required permissions from the concerned authorities for the said Project, the Owner or its nominee(s) or legal heirs will not cancel or backout from this Agreement under any circumstances. In such eventuality, the Builder besides its other rights will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the Owner.
- (c) That it is agreed between the parties that the Builder may, if deem fit and proper, transfer and assign the rights in the licenses etc. granted by the competent Authorities to develop and construct the said Project on the said land to a third party for such price and on such terms and conditions as the Builder may in consultation with the Owner decide.
11. That the parties have further agreed that the Builder shall be entitled to retain or let out or transfer or book for sale or enter into Agreement for sale or sell out the built-up/un-built up areas, any units or spaces as detailed above in the said Project to be put up on the said land to such persons as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town & Country Planning Department, Haryana concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 or any other Authority concerned. The parties further agree and

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undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.

12. That all rates, cesses and taxes due and payable in respect of the said land shall be the exclusive liability of the Builder.
13. That the Owner covenants with the Builder that it shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana, authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or such other Authority concerned with the matter and further that the Owner shall also, within a week of receipt of any request from the Builder, sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Project and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owner, which will adversely affect their Ownership rights in the said land.
14. That the Owner simultaneously undertakes to constitute the Builder and/or its duly appointed nominee(s), as its attorney by a separate document for submitting applications to the various authorities including the concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016, requisitions, licenses, permissions, approvals, sanctions, allotment of building material, allotment of other materials and all other matters statutorily required to be done and performed in connection with the development, construction and completion of the said Project and for booking, allotment and sale of developed/ built-up units therein and for all purposes mentioned in the draft of Power of Attorney approved by the parties hereto till the duration

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and full implementation of this Agreement in all respects. However, the Builder undertakes in its capacity as a Builder in terms of this Agreement and as attorney for the Owner not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Laws or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, the entire liability in this behalf shall be incurred and discharged by the Builder and further more the Builder undertakes to keep the Owner harmless and indemnified against all such claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.

- 15. That the Builder shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labor laws, rules and regulations as are in force or may be introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Builder and no liability on this account shall fall on the Owner.
- 16. That the Builder shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Builder with various statutory authorities for seeking various approvals etc. for the said Project. The Owner undertakes that within 30 days of the receipt of any such refund referred to herein above, they



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shall pass on the same to the Builder and any delay by the Owner in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.

17. That it is an integral and essential term of this Agreement that the said Project shall be named by the Builder.
18. That the Owner have declared and represented to the Builder that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owner shall keep the said land free from all encumbrances till the duration and full implementation of this Agreement in all respects and the Builder have entered into this Agreement relying/acting upon these declarations and representations/undertaking of the Owner. Further, the Owner hereby declares that they have neither entered into any other prior agreement/arrangement with respect to the said Land for its development nor shall they enter into any such agreement/ arrangement in future in respect thereof.
19. That in case the said land or any part thereof comprised in and subject matter of this Agreement declared to be 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), tax(s) etc., on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Builder and/or intending buyers of whose part of Builder's share of the built areas, car parking etc. in the said Project and at the discretion of the builder, the same shall be recovered or adjusted from the owner's share of allocation.
20. That if there be any claim, demand, dues, tax litigation of any nature whatsoever against the Owner, then it is a

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condition of this Agreement that 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 construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any Court orders. 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 said Project and/or sale proceeds thereof.

21. That the Owner undertake to execute all documents/agreements of assurances that may be necessary to be given and vouch safe to the allottees of the built up and/or un-built up areas of the said Project at the cost and expenses of the said allottees. This obligation must be discharged by the Owner through the Builder by appointing the Builder or its nominee(s) as their Attorney.
22. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and/or booking and sale of Builder's share of built or un-built areas of the said Project. However, if any defect is pointed out in the construction while the works is in progress by the Owner, the same will be removed and rectified by the Builder.
23. That on execution of this Agreement, the Builder shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & Country Planning Department, Haryana, competent authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or such other Authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and

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approvals for development, construction, marketing and completion of the said Project on the said land; to put up its sign boards at the premises with the legend that the said Project to be constructed as above is a Residential/Commercial Colony/Complex 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. It is specifically agreed and understood that the permission and authority granted by the Owner to the Builder under this Clause, does not empower the Builder to start and carryout any construction work on the said land until license and other necessary approvals, sanctions etc. are granted by the Competent Authority(s) as contemplated herein.

24. That it is agreed between the parties that the possession of the said land once delivered/handed over to the Builder for the purpose of the above mentioned said Project shall not be disturbed and they shall not be dispossessed there from.
25. 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 specifically recorded herein.
26. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this Agreement.
27. That this Agreement shall always be deemed to be subject to the usual force majeure clause.



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28. That the Owner shall be fully responsible, liable and bound to execute and register the requisite sale deed(s)/conveyance deed(s) etc. or such other document(s), or instrument(s) in favour of builder or its nominee(s) for the entire said land and part thereof and/or in favour of the intending purchaser(s) of unit(s)/ floor(s)/space(s)/plots car parking etc. in respect of the unit(s), floor, space(s), plots etc. agreed to be sold to different intending purchaser(s) by the Builder at the cost and expense of the said intending Purchaser(s) and shall transfer the perfect title to the builder or its nominee(s) or to the said intending purchaser(s) as the case may be and present themselves personally or through their attorney before the concerned office of Registrar for registration of such requisite documents as and when demanded or requested by the builder upon fulfillment of all commitments made hereto and/or upon compliance of all obligations by the builder as set out under this agreement.
29. That the Builder (Robust Buildwell Pvt. Ltd.) shall be responsible for compliance of all terms and conditions of License/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony/said Project or relieved of the responsibility by the DGTCP, Haryana, whichever is earlier.
30. That the this Collaboration Agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of the said Collaboration Agreement shall be undertaken, except after obtaining prior approval of DGTCP, Haryana.
31. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said land including



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constructions made thereon within the said Project against any attachment, seizures or sale thereof.

- 32. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire Agreement between them. No changes or alterations to this Agreement shall be done without the written consent of the parties hereto.
- 33. That the Parties hereto shall not assign, transfer, charge or encumber in any manner this Agreement or his/their/its rights and benefits under this Agreement to any person without the prior written approval of the other party.
- 34. That the Allotment Letters will be issued to the prospective allottees after sanctions of Layout Plans from the Director, Town & Country Planning, Haryana/HUDA and registration of said project with the concerned authority formed under the provisions of Real Estate (Regulation and Development) Act, 2016 and/or other concerned Authorities as mutually agreed between the parties.
- 35. That the Builder shall be allowed to raise funds from the financial institutions on the said Land for development and construction the said Project and the Owner shall have no objection for raising such loans and funds and will sign/execute all necessary/required documents and shall extend all cooperation. The Builder only shall be responsible for payment of principal and interest amount to the Financial Institution and Owner shall have no obligation towards it.
- 36. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the

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parties and their heirs, successors, administrators, liquidators and assigns.

- 37. That the failures 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.
- 38. That if the said Project is abandoned, neglected or otherwise fails due to breach of contract and default on the part of the Builder, then the Builder undertake to keep the Owner harmless and indemnified against all claims, demands, damages and losses.
- 39. That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable laws, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable laws and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 40. The Parties hereto agree that if any dispute and /or difference arise between the parties in respect of the present Collaboration Agreement, the same shall be settled through arbitration by the sole arbitrator to be appointed by the Builder. It is also agreed between the parties that the arbitration proceedings shall be in accordance of The Arbitration and Conciliation Act, 1996. The award so made by the sole arbitrator shall be final and binding on the parties. It is agreed between the parties that the arbitration proceedings shall be conducted in Delhi only. Subject to arbitration as referred above, the Punjab and Haryana High Court at Chandigarh, and Courts of District at Faridkot

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alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.

41. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement at Faridabad on the day, month and year mentioned above in the presence of witnesses.

WITNESSES:

1.



C. S. SHARMA
Advocate
Distt. Court, Faridabad

M/s PP Devcon Pvt. Ltd.
For PP DEVCON PRIVATE LIMITED



(Mr. Harish Chander) Director/Authorized Signatory
Authorized signatory

M/s Abhas Realcon Pvt. Ltd.
For Abhas Realcon Private Limited


(Mr. Harish Chander) Director/Authorized Signatory
Authorized signatory
.....OWNER


2. Bhagwat Singh son of Shri Ram Singh, resident of Village Bahadarpur, Distt. Faridabad

M/s Robust Buildwell Pvt. Ltd.,
For ROBUST BUILDWELL PVT LTD.


(Mr. Pankaj Karnatak) Authorized Signatory/Director
Authorized Signatory
.....BUILDER



Reg. No. 3423 Reg. Year 2019-2020 Book No. 1



पेशकर्ता



दावेदार



गवाह

For Abhas Realcor Private Limited

For PP DEVCON PRIVATE LIMITED

Director/Authorised Signatory

पेशकर्ता :- ms P P Devcon pvt. ltd and others thru harish chander

Director/Auth. Signatory
उप/सयुक्त पंजीयन अधिकारी

दावेदार :- ms Robust Buildwell pvt. ltd thru pankaj karnatak

For ROBUST BUILDWELL PVT LTD

गवाह 1 :- C.S. Sharma, Adv

गवाह 2 :- Bhagwat singh

Authorised Signatory/Director

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3423 आज दिनांक 20-06-2019 को बही नं 1 जिल्द नं 4 के पृष्ठ नं 55.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 103 के पृष्ठ संख्या 10 से 12 पर लिपिकवाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/सामने करके सामने किये हैं।

दिनांक



उप/सयुक्त पंजीयन अधिकारी (फरीदाबाद)

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ANNEXURE-1

SCHEDULE OF LAND SITUTED AT VILLAGE BHATAULA, SECTOR-79, TEHSIL & DISTRICT FARIDABAD (HARYANA)

S.No.	Mutation No.	Land Owner	Rect. No.	Killa No.	Area	
					Kanal	Marla
1	3863 3546 3864 3790	M/s P.P Devcon Pvt. Ltd. having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019	30	8/2	5	17
				9	3	4
				MIN EAST		
				12	4	2
				MIN EAST SOUTH		
				13	8	0
				17	8	0
				18	8	0
				22	4	3
				MIN NORTH EAST		
				23/1	4	16
Sub Total				KITA 8	46	2
				5.7625 Acres		
2	3262	M/s Abhas Realcon Pvt. Ltd. having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019	37	3	8	0
				7/2	3	10
				MIN NORTH		
				8/1/1	0	8
				MIN NORTH		
8/1/2	1	8				
MIN NORTH						
8/2	1	16				
MIN NORTH						
Sub Total				KITA 5	15	2
				1.8875 Acres		
Grand Total				KITA 24	61	4
				7.65 Acres		



For PP DEVCON PRIVATE LIMITED

Director/Authorised Signatory

For ROBUST DWELL PVT LTD

Authorised Signatory/Director

Attested Inu...
Attested by the Copy...
NOTARY - Chandigarh
Attested by the Copy...
2/21