



Certificate No. P0272018D68



Stamp Duty Paid : ₹ 1980000  
(Rs. Only)

GRN No. 34698927



Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Eldeco Infrastructure and Properties Ltd

H.No/Floor : 201/212sf

Sector/Ward : 0

LandMark : Splendor forum jasola distt centre,

City/Village : Dehli

District : New delhi

State : Dehli

Phone: 0



**Buyer / Second Party Detail**

Name : Pigeon Infrastructure Ltd

H.No/Floor : 201/212sf

Sector/Ward : 0

LandMark : Splendor forum jasola distt centre

City/Village: Dehli

District : New delhi

State : Dehli

Phone : 0

Purpose : COLLABORATION AGREEMENT

HC No P011 2018 E 31 (M-8/81) & Rs. 76000/- GRN 35230573

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COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made and executed at Panchkulla on the 8 day of May, 2018.

BETWEEN

ELDECO INFRASTRUCTURE & PROPERTIES LTD., a company incorporated under the Companies Act 1956 and having its corporate and communication office at 201-212, 11nd Floor, Splendor Forum, Jasola District Centre, New Delhi-25 through its authorized signatory Mr. Vishnu Dutt, vide Board's Resolution dated 30.03.18 (hereinafter referred to as the "Developer") of First Part.

For Eldeco Infrastructure & Properties Ltd

AND

For Pigeon Infrastructure & Properties Ltd

Authorised Signatory

Auth. Signatory/Director

**Pigeon Infrastructure Limited**, a company duly incorporated under the provisions of the Companies Act, 1956, as amended up-to-date; and having its registered offices at 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi-110025; through its Authorized Signatory Mr. Rajesh Kumar Khanna, duly authorized vide Board Resolution dated, 30.03.18, hereinafter called the "Owner"; of the Second Part.

The expression Developer and Owner shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include their respective successors, assigns, legal and authorized representatives.

(The Developer and Owner are hereinafter also referred to jointly as the "Parties" and individually as the "Party")

**WHEREAS** the Developer is a real estate developer of repute and has all the relevant infrastructure, manpower and technical experts and has executed several housing and commercial projects at various places.

**AND WHEREAS** the Owner is legal, beneficial and registered Owner and in possession of the land admeasuring **119 Kanal 16 Marla (14.975 acre)**, Jamabandi Year 2012-2013, sector 16, Panchkulla Extension, situated at village Billa, Panchkulla, Haryana as per the Schedule of Land annexed herewith and mentioned as Annexure-1 (hereinafter referred to as the "Said Land").

**AND WHEREAS** the Owner being desirous of developing affordable plotted housing colony on the Said Land under Deen Dayal Jan Awas Yojan (DDJAY) of Town and Country Planning, Chandigarh, Haryana and/or under any other policy of the Haryana Government as may be framed from time to time (herein "Project") and being not equipped with necessary experience and infrastructure have approached the Developer.

**AND WHEREAS** the Owner represents that the Said Land falls under residential zone of the Development/Master Plan of Panchkulla Extension. The Owner has further represented to the Developer that the Said Land is free of all sorts of encumbrances, charges, disputes, liens, third party rights, litigations, acquisition proceedings etc. and it has free and marketable title to the Said Land.

**AND WHEREAS** the Developer relying upon the statement, assurances and representations of the Owner have agreed to enter into this Collaboration Agreement and to develop affordable plotted housing colony on the Said Land under the Deen Dayal Jan Awas Yojan of Town and Country Planning, Chandigarh Haryana and/or under any other policy of Haryana Government as may be framed from time to time on the terms and conditions hereinafter appearing.

**NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:**

1. The subject matter of this Collaboration agreement between the Owner and the Developer is the Said Land for utilizing the same for development and carving out residential area viz residential plot(s)/unit(s)/floor(s)/villa(s) and commercial area etc after obtaining requisite licenses, sanctions and approvals from the concerned authorities.
2. The Owner have handed over to the Developer the vacant physical possession of the Said Land for development of the Project and have vested in the nominee of the Developer such powers and authority of the Owner as is considered necessary for obtaining the requisite permissions, sanctions, approvals etc. for the development on the Said Land.

For Eideco Infrastructure & Properties Ltd

*Rajesh Kumar Khanna*

For Pigeon Infrastructure Limited

*Rajesh Kumar Khanna*  
Authorized Signatory

3. The Developer on receipt of the possession of the Said Land will enter upon the Said Land for taking up the development activity after obtaining requisite permission and approval from the concern authorities. Further, the Owner shall execute a Special/General power of attorney/ Board Resolution in favour of the Developer and/or their nominee, inter-alia, incorporating therein, the powers including but not limited to:
- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority for the implementation of the objects of this Collaboration Agreement.
  - ii) Conduct advertisement for launching / promotion
  - iii) Booking of the saleable areas (plotted/built up) of the Said Land either by itself or through its brokers, issue letter of allotment or execute Allotment Agreement/Buyer's Agreement/Agreement to Sell with the prospective buyers, dealing with books, financial instruments etc.
  - iv) Receive sale consideration, statutory charges, EDC, IDC, maintenance charges and other charges from the prospective buyers.
  - v) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike.

The Said attorney(s)/person(s) shall also contain the right to sub-delegate all or any of the powers. The Special/General Power of Attorney/ Board Resolution will also include the right to initiate/defend legal cases for the protection of the titles and the possession of the Said Land as well as saleable area of the Said Land. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Owner for obtaining any requisite approval, the same shall also be signed by Owner without delay.

4. The Developer shall get the layout plan/zoning plan/building plan of the Said Land approved from the concerned authority in consonance with the rules and regulations as laid down in the relevant act in this regard.
5. The Developer in lieu of Owner allowing it to develop Said Land shall be entitled of 12% of the Net Sales Collection (herein "Revenue Share") received from the allotment/sale of the residential area viz plot(s)/unit(s)/floor(s)/villa(s) and commercial area to be developed in the Project. The terms "Net Sales Collection" shall mean Sale Proceeds received from the allotment/sale of the residential area viz plot(s)/unit(s)/floor(s)/villa(s) and commercial area unit/s, to be developed on the Said Land less cost of sales viz marketing, brokerage etc. fixed to be 5 % of the Sale Proceeds. The terms "Sale Proceeds" shall mean gross collection to be received from the allotment/sale of the residential area and commercial area of the Project against the basic sale price, preferential location charges, interest on delayed payment etc by customer(s)/buyer(s) excluding Pass Through Charges. The term "Pass Through Charges" shall mean all statutory charges, fees, expenses, payments/ contributions to be received from the purchasers of the Project premises towards electricity, power back up, water, sewerage, maintenance security deposit, advance maintenance charges, forfeiture money, association deposit, society / association formation charges, legal fees/expenses and charges, stamp duty, registration charges, GST, External Development Charges(EDC), Infrastructure Development Charges(IDC), interest on EDC/IDC received from customer(s)/buyer(s), Infrastructure Augmentation Charges, VAT and all such other similar statutory charges, fees and costs, which would be collected / recovered from the purchasers of Project premises as contribution from the purchasers of Project premises for onward transfer/deposit/security to the concerned Governmental Authority or association (if any) of the purchasers of Project premises or to the maintenance agency of the Project, as the case may be.
6. The Owner shall authorize the Developer through the aforesaid General/Special Power of Attorney/Board's Resolution to execute, sign and present for registration before proper registering authority, Allotment Agreement/ agreement to sell/sale deed/conveyance deed for conveying the right, interests,

*[Handwritten Signature]*

*[Handwritten Signature]*  
Auth. Secretary/ Director

liens and titles of residential plot(s)/units/floors/villa(s), commercial area etc in the Project absolutely and forever in favour of the intending purchaser(s)/allottee(s) or his/her/their nominee(s) of the Project and to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to the said purchaser(s)/allottee(s) or to his or her nominee(s) either physical or constructive, as may be feasible.

7. The Developer shall be entitled to engage architects, engineers, contractor, consultants and workmen for planning and completion of the Said Land and all their emoluments, fees, charges shall be borne and paid by it. The Developer shall be responsible for observance/compliance of all the rules and regulations governing employment of such workmen and payment of their wages or other dues. The Owner shall be kept indemnified in this regard.
8. The Owner shall render to the Developer all assistance necessary and sign all applications, undertaking, representation, petition, indemnities, forms, affidavits, plans and all such other documents as the Developer may require in its name of its nominee for the purposes of the submission to the Director General, Town & Country Planning, Haryana ("DGTCP") and / or any other Government or statutory authority to enable them to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the development of Said Land including application for obtaining the licenses and sanctioned plans and or to carry out any modification or amendment therefore, for providing electric installations, water and sewerage connections and for all purposes till the duration and full implementation of the agreement in all respects. The Developer shall be entitled to obtain all licenses etc. in its favour as per the requirement of law and statute as the case may be for all / any applicable licenses.
9. The entire expenses, cost etc required for the development of the Said Land including but not limited to infrastructure development cost (internal roads, landscaping, drainage, water network, electrification costs, labour, materials, etc.), statutory fees and charges viz scrutiny fees, License Fees, Conversion Charges, External Development Charges(EDC), Infrastructure Development Charges(IDC), interest on EDC/IDC, Infrastructure Augmentation Charges, Electricity and Water charges, Security charges, and type of renewal charges/fee etc, as may be prescribed by the concerned Authority(ies)/department, shall be wholly to the account of the Developer.
10. The Developer shall be entitled to raise loans in its own name from the bank / financial institutions for development of the Said Land by mortgaging the Said Land and receivable thereon for which the Owner shall assist the Developer and sign all such documents as may be required in this regard. There shall be no liability on the Owner for re-payment of the loans or any interest thereon.
11. This Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of the parties hereto.
12. This Agreement is not and shall not, however, be deemed to be construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
13. That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall remain valid and enforceable.

For Eldeco Infrastructure & Properties Ltd

*[Signature]*

Authorized Signatory

For Tigon Infrastructure Limited

*[Signature]*

Authorized Signatory

- 14 Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or by a duly authorized person. Delay on omission in the exercise of any right or remedy shall not be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
- 15 All communications/notices between the parties sent through Registered Post or against receipt by had at the addresses of the parties given above shall be deemed to be proper notice/communication.
- 16 The Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act-1975 and Rules 1976 till grant of final completion certificate of the Project or relieved of the responsibility by DGTCP, Haryana, whichever is earlier.
- 17 The Collaboration Agreement shall be irrevocable and no modification/alteration etc in the terms and condition of Collaboration agreement can be undertaken, except after obtaining prior approval of DGTCP, Haryana.
- 18 It is hereby expressly agreed by the parties hereto that none of the parties shall take any step or action which may jeopardize the development of the Said Land in question and none of the parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the development of the Said Land.
- 19 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be settled through arbitration by the sole arbitrator to be appointed by the Developer, in accordance with the Arbitration & Conciliation Act of 1996 or any statutory modifications or re-enactment thereof for the time being in force. The decision / award of the arbitrator shall be binding on both the parties. It is agreed between the Parties that the arbitration proceedings shall be conducted in New Delhi only.
- 20 The value of the Said Land as per the prevailing collector circle rate is Rs. 10,27,85,625/- & accordingly stamp duty as per the prevailing rate is calculated and paid on this Collaboration Agreement.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands on this Collaboration Agreement on the day, month and the year first hereinabove written in the presence of the following witnesses:

WITNESSES :

1.

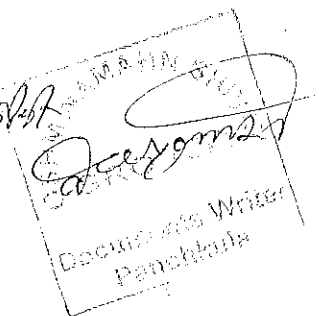
सत्य राम  
अम्बरदार  
मन्मथ नगल भोगीन्द, पंचकुला  
1925



2.

Jagdish Singh  
Jagdish Singh  
Sh. Ramesh Chandra  
Ramesh Chandra

924066576152



For Pigeon Infrastructure Limited

*[Signature]*  
Auth. Signatory/Director  
(OWNER)

For Eldeco Infrastructure & Properties Ltd

*[Signature]*  
(DEVELOPER) Authorised Signatory

**Schedule of approx. 14.975 acres of Land owned by Pigeon Infrastructure Ltd.,  
situated in village Billa, Sector 16, Panchkula Extension, Tehsil and District Panchkula,  
Haryana**

| S.No. | Khewat/Khata No. |     | Mustil No. | Killa No     | Share    | Area         |           | Area in<br>acre |          |                |           |           |                |      |
|-------|------------------|-----|------------|--------------|----------|--------------|-----------|-----------------|----------|----------------|-----------|-----------|----------------|------|
|       |                  |     |            |              |          | K            | M         |                 |          |                |           |           |                |      |
| 1     | 134/169          | 187 | 85         | 24           | Complete | 7            | 19        |                 |          |                |           |           |                |      |
|       |                  |     |            | 92           |          | 4            | 7         |                 | 12       |                |           |           |                |      |
|       |                  |     |            |              |          | 7            | 7         |                 | 12       |                |           |           |                |      |
|       |                  |     |            |              |          | 8/1          | 2         |                 | 12       |                |           |           |                |      |
|       |                  |     |            | <b>Total</b> |          | <b>25</b>    | <b>15</b> | <b>3.21875</b>  |          |                |           |           |                |      |
| 2     | 368/339          | 373 | 92         | 16/1         | Complete | 2            | 13        |                 |          |                |           |           |                |      |
|       |                  |     |            |              |          | 17/1         | 2         |                 | 13       |                |           |           |                |      |
|       |                  |     |            |              |          | <b>Total</b> | <b>5</b>  |                 | <b>6</b> | <b>0.6625</b>  |           |           |                |      |
| 3     | 506/469          | 516 | 92         | 5/1          | Complete | 7            | 7         |                 |          |                |           |           |                |      |
|       |                  |     |            |              |          | 5/2          | 0         |                 | 13       |                |           |           |                |      |
|       |                  |     |            |              |          | 6/1          | 2         |                 | 15       |                |           |           |                |      |
|       |                  |     |            |              |          | 93           | 1/1       |                 | Complete | 6              | 4         |           |                |      |
|       |                  |     |            |              |          |              | 1/2       |                 |          | 0              | 18        |           |                |      |
|       |                  |     |            |              |          |              | 9/2       |                 |          | 4              | 6         |           |                |      |
|       |                  |     |            |              |          |              | 10/1      |                 |          | 7              | 14        |           |                |      |
|       |                  |     |            |              |          |              | 11/2      |                 |          | 6              | 0         |           |                |      |
|       |                  |     |            |              |          |              | 12        |                 |          | 7              | 2         |           |                |      |
|       |                  |     |            |              |          |              |           |                 |          | <b>Total</b>   | <b>42</b> | <b>19</b> | <b>5.36875</b> |      |
|       |                  |     |            | 4            |          | 580/536      | 590       |                 | 93       | 8/1            | Complete  | 0         | 12             | .075 |
|       |                  |     |            | 5            |          | 794/741      | 810       |                 | 92       | 18/1           | Complete  | 5         | 8              | .675 |
| 6     | 813/760          | 829 | 92         | 13/2         | Complete | 4            | 16        |                 |          |                |           |           |                |      |
|       |                  |     |            |              |          | 14           | 7         |                 | 7        |                |           |           |                |      |
|       |                  |     |            |              |          | <b>Total</b> | <b>12</b> |                 | <b>3</b> | <b>1.51875</b> |           |           |                |      |
| 7     | 815/762          | 831 | 92         | 13/1         | Complete | 2            | 0         | .25             |          |                |           |           |                |      |
| 8     | 871/813          | 888 | 93         | 8/2          | Complete | 7            | 8         |                 |          |                |           |           |                |      |
|       |                  |     |            |              |          | 9/1          | 2         |                 | 14       |                |           |           |                |      |
|       |                  |     |            |              |          | <b>Total</b> | <b>10</b> |                 | <b>2</b> | <b>1.2625</b>  |           |           |                |      |
| 9     | 931/873          | 960 | 92         | 6/2          | Complete | 5            | 5         |                 |          |                |           |           |                |      |

For Eldeco Infrastructure & Properties Ltd

*Signature*

For Pigeon Infrastructure Ltd

*Signature*

|  |  |  |    |       |       |     |    |         |
|--|--|--|----|-------|-------|-----|----|---------|
|  |  |  |    | 15    |       | 8   | 0  |         |
|  |  |  | 93 | 10/2  |       | 0   | 6  |         |
|  |  |  |    | 11/1  |       | 2   | 0  |         |
|  |  |  |    | Total |       | 15  | 11 | 1.94375 |
|  |  |  |    |       | TOTAL | 119 | 16 | 14.975  |

For Eldeco Infrastructure & Properties Ltd

*[Signature]*  
 Authorised Signatory

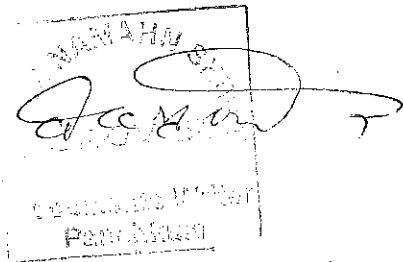
For Pigeon Infrastructure Limited

*[Signature]*  
 Auth. Signatory/Director

मुख्य राब  
 मंडयकर  
 बाग जयल सोनीनंद, जंघली  
 आवाज नं: 9575 5197 1925



*[Signature]*



*[Faint signature and stamp]*



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Deed no 426078/07/18

REGISTRATION

08/05/2018