

Book No. 1

No. 83677

Date 29/11/18

Received with thanks from 3978
Rs. Five Hundred only on account of Computer Service Charges
for Haryana Registration Information System (HARIS) Project.

Type of Deeds	Service Charges
All Types of Cancellations, will Award. Agreement, Any Other.	(In Rs.) 500/-
Sale, Conveyance, Gift, exchange, degree or order of Court. Lease Surrender of Lease. Deed of divorce, Deed of Power, Marriage Registration, Other Conveyance. Deed of further charge. Transfer of Leased.	2
Mortgage, Adoption, Authority to adopt, GPA, SPA. Any Other document which is incapable of valuation, Settlement, release.	

For District Society
Gurgaon

Receipt Book (A)

Cash Receipt (First Party Copy)

Sub Registrar Office हरसरु
Registration Date 29-11-2018

Registration No. 3978
Name of Executor VIVEK NANDA
Date of Execution 29-11-2018
Date of Presentation 29-11-2018
Type of Deed AGREEMENT
Transaction Value 119691000
Duty Paid thru Stamp 2393820

Registry Fees 50000
Pasting Fees 0
Total Fees 50000

Sub Registrar हरसरु

The applicant will receive the final document on 29-11-2018 during the office hours

Receipt Book (A)

Cash Receipt (Second Party Copy)

Sub Registrar Office हरसरु
Registration Date 29-11-2018

Registration No. 3978
Name of Executor VIVEK NANDA
Date of Execution 29-11-2018
Date of Presentation 29-11-2018
Type of Deed AGREEMENT
Transaction Value 119691000
Duty Paid thru Stamp 2393820

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 28/11/2018

Certificate No. G0282018K2822



Stamp Duty Paid : ₹ 2394000
(Rs. Only)

GRN No. 42273149



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vivek Nanda
H.No/Floor: C22 Sector/Ward: Na LandMark: Defence colony
City/Village: New delhi District: New delhi State: Delhi
Phone: 0



Buyer / Second Party Detail

Name: Mega Infratech Private limited
H.No/Floor: D64 Sector/Ward: Na LandMark: Defence colony
City/Village: New delhi District: New delhi State: Delhi
Phone: 0

Purpose: Collaboration Agreement

3978

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



COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurugram on this 29th day of November, 2018

BETWEEN

MR. VIVEK NANDA, (Pan no. ACLP4860G & Aadhar no. 3694 1361 8236) son of Shri Kamal Nanda, resident of house number C-22, Defence Colony, New Delhi 110024, (hereinafter collectively called the "OWNER" which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

OWNER	DEVELOPER

प्रलेख न:3978

दिनांक:29-11-2018

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर हुड्डा के सैक्टर

धन संबंधी विवरण

राशि 119691000 रुपये

स्टाम्प ड्यूटी की राशि 2393820 रुपये

स्टाम्प नं : G0282018K2822

स्टाम्प की राशि 2394000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

पेस्टिंग शुल्क 0 रुपये

Drafted By: T C KHATANA ADV

Service Charge:0

यह प्रलेख आज दिनांक 29-11-2018 दिन गुरुवार समय 2:53:00 PM बजे श्री/श्रीमती /कुमारी
VIVEK NANDA पुत्र KAMAL NANDA निवास C 22 DEFENCE COLONY NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत
किया गया।

उप/सयुक्त पंजीयन अधिकारी (हरसरु)

वस्तु पेशकर्ता
T C NANDA

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MEGA INFRATECH PVT LTD thru AJAY BHARTIOTHER हाजिर है। प्रतुत
प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR SINGH पिता --- निवासी
ADV GGM व श्री/श्रीमती /कुमारी T C KHATANA पिता ---
निवासी ADV GGM ने की।
साक्षी नं:1 को हम सबरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।



उप/सयुक्त पंजीयन अधिकारी (हरसरु)

AND

MEGA INFRATECH PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 (CIN NO. U99999DL2006PTC147586) (Pan no. AAECM6292M) having its registered office at D-64, Defence Colony, New Delhi - 110024 through its authorized person **Shri Ajay Bharti, (Aadhar no. 7906 9992 5934)** who has been empowered to execute this Agreement vide Board resolution dated 27th November 2018 (hereinafter called the **"DEVELOPER"** which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the **SECOND PART**.

Both the **OWNER** and the **DEVELOPER** are collectively referred to as the **"Parties"** and individually referred to as the **"Party"**.

WHEREAS **OWNER** is the full-fledged, lawful and absolute owner in possession of land situated in the revenue estate of Gurugram, Sector 95B village Garhi, Tehsil and District Gurugram, has been fully described in **Annexure A** attached herewith which shall be deemed to be part and parcel of this Collaboration Agreement (hereinafter referred to as 'Said Land').

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the **OWNER** has a perfect, clear, marketable and legal title to the Said Land and is fully entitled in law to deal with the same.

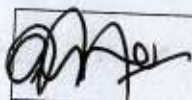
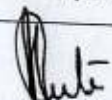
WHEREAS in view of the **DEVELOPER'S** track record and expertise in real estate development, the **OWNER** has approached the **DEVELOPER** for development of the Said Land as an Affordable Housing Project (hereinafter referred to as 'Project') on collaboration basis and share the revenue of the built up area as mentioned hereunder amongst themselves.

AND WHEREAS the **DEVELOPER** has agreed to undertake the development of the Said Land on the terms and conditions hereinafter mentioned:-

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

That the subject matter of this collaboration agreement between the **OWNER** and the **DEVELOPER** is the Said Land situated in the revenue estate of Gurugram, Sector 95B village Garhi, Tehsil and District Gurugram fully described in **Annexure A** attached herewith for construction and development of the same by the **DEVELOPER** as an Affordable Housing Project, as per the provisions of the Affordable Housing Policy 2013 notified by the Director of Town and Country Planning, Haryana and under the provisions of Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975, the Real Estate (Regulation & Development) Act 2016 (RERA) and Haryana Real Estate (Regulation & Development) Rules 2017 and any other corresponding statutes governing development of group housing colonies that will be applicable hereinafter.

1. That the **DEVELOPER** undertakes to procure/obtain at its own cost and expense and with its own resources, all the requisite licences, permissions, sanctions and approvals

	
OWNER	DEVELOPER

Re No.

Reg. Year

Book No.

3978

2018-2019

1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- VIVEK NAMDEV

दावेदार :- thru AJAY BHARTI THERMEGA INFRATECH PVT LTD

गवाह 1 :- SHIV KUMAR SINGH

गवाह 2 :- T C KHATANA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3978 आज दिनांक 29-11-2018 को बही नं 1 जिल्द नं 11 के पृष्ठ नं 104.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 313 के पृष्ठ संख्या 29 से 30 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।

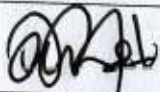

दिनांक 29-11-2018



उप/सयुंक्त पंजीयन अधिकारी(हरसरु)

of all competent authorities for developing of the Project on the Said Land. The OWNER agrees in accordance with the terms and conditions herein recorded, to make available to the DEVELOPER the Said Land and to vest in it all the required authority as may be necessary for obtaining the requisite licences, permissions, sanctions and approvals for development, construction and completion of the Project. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.

2. The DEVELOPER undertakes and confirms that all the license, clearances, permissions or sanctions from all the concerned authorities for development of the Project, including environmental consents shall be obtained by the DEVELOPER within a maximum period of One Year from the date the Government closing the window to accept application for Affordable Housing . In the event the DEVELOPER fails to obtain all such license, clearances, permissions or sanctions, within the said period, this Agreement shall be deemed to have automatically terminated and the non-refundable amount paid by the DEVELOPER to OWNER shall stand forfeited. In such an event, DEVELOPER shall not have any claim whatsoever against the OWNER whether on account of any fees or costs paid by the DEVELOPER towards such license, clearances, permissions or sanctions or otherwise and the OWNER shall be free to deal with the Said Land in any manner it deems fit.
3. That the Building Plans shall be prepared by the DEVELOPER, for the Project and these shall be in accordance and conformity with the Zonal Plan and the Rules and by-laws of the Town and Country Planning Department, Haryana, RERA and Affordable Housing Policy of the Haryana government and/or any other competent authority as may be prescribed/applicable pertaining to the Said Land as may be in force in the area. The said Building Plans for the said Affordable Housing Project shall be filed by the DEVELOPER, for permission to construct the maximum permissible covered area in the aforesaid land.
4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the Project and get them approved / sanctioned from the competent authority (s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the construction on the Said Land of the proposed Project in accordance with applicable zonal plans subsequent to execution of this Agreement.
5. The entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority and any other governmental authority, including environmental consents, till obtaining of license, and all other applicable clearances, permissions or sanctions, provision of bank guarantee etc. shall be wholly to the account of the DEVELOPER. All statutory fees and charges incidentals including scrutiny fees, license fees, conversion charges, relating to obtaining of license till the date of grant of license and all other applicable clearances, permissions or sanctions shall be paid by the DEVELOPER.

	
OWNER	DEVELOPER



1450

6. The full cost of raising of constructions of proper quality shall be incurred by the DEVELOPER. Thereafter, any charges relating to compliance of license conditions, other than for maintenance project for 5 years, which shall be borne as, provided for in Clause 18 below, and shall be deducted from the sale consideration received by sale of apartments in the Project. In case any other additional charges are payable to the government and/or any other authority for the provision of peripheral or external services to the said land like water, sewerage or electricity supply, the same shall be deducted from the sale consideration received by sale of apartments in the Project.
7. The DEVELOPER entitled to create any mortgage or encumbrance over the Said Land for the purpose of raising finance for the Project with mutual consent, however, in the event bank guarantees are required to be furnished for the Project, the DEVELOPER shall be permitted to obtain the same by securing the Said Land as a second collateral with the financial institution. It is made clear that it is the sole responsibility of the DEVELOPER to service the loan / facility and to maintain sufficient first collateral security through its own sources and collateral, at all times..
8. The DEVELOPER and those acting at its behest shall conform to all the provisions of RERA including, but not limited to restrictions on advertising, offer for sale, marketing or booking any apartment /office space in the aforesaid Project until it is registered with RERA and a unique registration number is obtained. All the advertisements inviting investments / interest should bear the unique registration number. The DEVELOPER shall be competent and entitled to get the advertisements published, at its own cost, to comply with the policy. The DEVELOPER shall also be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/ sale of apartments in the Affordable Housing Project
9. That by virtue of this agreement the DEVELOPER shall have the authority to build upon the Said Land the proposed Affordable Housing Project and to sell the apartments in the Project, in accordance with the terms of this Agreement and subject to the DEVELOPER fulfilling its obligations under this Agreement. The OWNERS shall separately grant a registered general power of attorney to the DEVELOPER for obtaining permissions for change of land use, procuring license, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction. The Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this Agreement and to sell the apartments to be constructed under the Project provided that all the sale proceeds shall always be deposited in the Escrow Bank Account.
10. That in consideration for permitting the DEVELOPER to develop the Project on the Said Land and to receive the Developer's Share out of the Sale Proceeds, the DEVELOPER:
 - a) Has paid a non-refundable sum of Rs.5 crores (Rupees Five Crores only) to the OWNERS in the following manner:
 - Rs. 1 Crore (Rs. 90 lakh vide Cheque No. 206063 dated 29th November 2018 and TDS of Rs. 10 lakh has been deducted)

	
OWNER	DEVELOPER



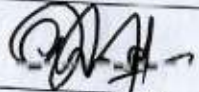
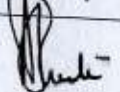
- Rs. 2 Crore by 31st Jan 2019 or receipt of Letter of Intent issued by the Director General Town and Country Planning, whichever is later (TDS at the rate 10% will be deducted at the time of making the payment)
- Rs. 2 Crore by 31st March 2019 or issuance of License issued by the Director General Town and Country Planning, whichever is later. (TDS at the rate 10% will be deducted at the time of making the payment)
- TDS Certificate will be provided by the DEVELOPER to the OWNER.

This amount shall be in addition to the OWNER'S Share and shall not be refundable to the DEVELOPER under any circumstance.

- b) Shall pay the OWNER'S Share to the OWNER a sum of 40% of all sale proceeds/realizations/ interest/ penalties received from the project. This shall be paid from time to time from the Escrow Bank Account, as set out in Clause 19 hereinafter.

The OWNER's Share shall be deemed to be the price of the land paid by the DEVELOPER to the OWNER.

11. That in case any amount / fees/bank guarantee deposited by the DEVELOPER with the Government/ any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within seven days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @18% per annum on the amounts so received.
12. The OWNER shall provide access to the aforesaid land to the DEVELOPER for promotion, development, construction, sale of apartments in the Project, however, juridical possession shall always remain with the OWNER.
13. The DEVELOPER shall start the development work after grant of sanction of layout plan, environmental clearance consent to establish (CTE) and shall complete the development of the Project (which shall mean the obtaining of completion and occupancy certificates for the entire Project from the appropriate authorities) within 48 months with a grace period of 6 months therefrom and/or such extended period as may be mutually agreed in writing between the parties. If the non-completion of the Project is the result of force majeure events, the DEVELOPER shall be entitled to extension of time for completing the said Project, which shall be equal to the amount of time the force majeure event prevails. However, any penalties for delay as per the Affordable Housing Policy, or under any other law shall be solely borne by the DEVELOPER.
14. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license for the proposed project it is the condition of this agreement that after execution of this Collaboration Agreement and/or obtaining of license and the required permission from the concerned authorities for construction on the Said Land, the OWNER /or his nominee(s) or legal heirs will not cancel or back out and /or withdraw from this Agreement under any circumstances, other than for

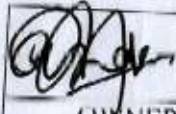

	
OWNER	DEVELOPER



breach/default of the DEVELOPER. In such eventuality the DEVELOPER besides its other rights will be entitled to get this Collaboration Agreement fulfilled/ enforced through process of law at the cost and risk of the OWNER and during such pendency of the suit the OWNER shall not enter into any agreement with respect to the Said Land with any third party.

15. The OWNER is aware of the fact that the Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER is aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government department/ agencies of the state. The OWNER is further aware that a comprehensive project report is required to be submitted by the DEVELOPER for the purpose of obtaining requisite license/ permission for establishment of the Project over the Said Land. The OWNER specifically agrees that the DEVELOPER shall be entitled to get the project report prepared for this purpose at its own cost.
16. The OWNER is further aware that the maximum FAR shall be 2.25. The OWNER is further aware that the sales are to be made on carpet area basis and that in district Gurgaon allotment rate of the apartments shall be Rs.4000 per square feet. The OWNER is further aware that the apartment sizes in the Project are to be constructed within the range mentioned in the applicable policy. The OWNER has examined the aforesaid policy in detail and is aware of the fact that parking facilities to be provided for two wheelers in the Project. That the OWNER is further aware of the fact that the community site is to be made size of which shall not be less than 2000 square feet. The OWNER is further aware of the fact Anganwadi-cum-creche of not less than 2000 square feet shall also be required to be constructed in the Project.
17. That scrutiny of the policy has made it evident to both the Parties to this agreement that the receipts from the sale or lease of the commercial component of 4% available in the Project shall be used for the purpose of maintenance of the Project for a period of five years from the date of grant of occupation certificate and the balance gain or loss would be shared in the agreed proportion after 5 years from completion of the project. In case the income derived from the aforesaid commercial component is not adequate to meet the maintenance expenses, in that event the deficit amount shall be contributed by the Parties to this Agreement in the same ratio as provided herein for apportionment of sale consideration amount.
18. It is further agreed and understood between the Parties that all sale proceeds/ realizations/ interest/ penalties from the Project shall be deposited by the DEVELOPER only in a nominated Escrow Bank account which shall be operated as per the terms of an Escrow Agreement to be entered into between DEVELOPER, OWNER and a bank to act as Escrow Banker which bank shall be chosen jointly by OWNER and DEVELOPER. The Escrow Agreement shall provide that out of all the proceeds deposited in the aforesaid Escrow Bank account, amounts in the following ratio shall be transferred immediately by the banker to the indicated bank accounts of the OWNER and the DEVELOPER within a period of 1 working day in the following ratio:-

(i) OWNER - 40%


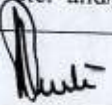
	
OWNER	DEVELOPER



(ii) DEVELOPER - 60%

The OWNER's Share shall be deemed to be towards payment of the land cost for the Project and money paid to OWNER from the Escrow Account shall not be refundable. The DEVELOPER shall ensure that it shall retain such portion of the DEVELOPER's SHARE in a separate bank account to meet the construction costs, as is appropriate to comply with the relevant provisions of the RERA in this regard.

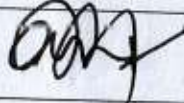
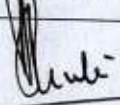
19. The Escrow Banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the DEVELOPER shall be entitled to obtain statement of accounts of the said bank account from the banker and to further monitor the transactions from the said bank account by viewing the same from the website of the bank. Further, the DEVELOPER shall not be entitled to vary the terms of the Escrow Agreement under any circumstance. The aforesaid arrangement shall continue till the completion of the Project in all aspects.
20. In case floor area ratio is increased under the rules and regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be jointly incurred by the DEVELOPER and the OWNER in the sharing ratio. The Sale consideration realized from sale of additional area constructed against increased floor area ratio shall also be divided between the OWNER and the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be incurred shall be wholly borne by the DEVELOPER.
21. The OWNER covenants with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER 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.
22. The OWNER undertakes irrevocably to constitute the DEVELOPER through its authorized signatory Mr. Ajay Bhartias his lawful attorney jointly and severally by a separate document for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of apartments in the building and for all purposes mentioned in the agreement and in the draft of power of attorney, approved by the parties hereto. The Parties shall be bound to ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred in favor of the prospective purchasers.
23. The DEVELOPER shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rules and regulations as are in force of introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accidents or lack of

	
OWNER	DEVELOPER



resulting in injury or damage to workmen, plant and machinery or any third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER. The DEVELOPER shall also be responsible and liable for all compliances under RERA and rules notified thereunder as well as with all policies rules and regulations of Affordable Housing Scheme and all other applicable laws, present and future. The DEVELOPER shall indemnify and keep indemnified at all times, the OWNER for all costs, damages, loses, fines, penalties etc. that may be imposed on the OWNER or the Project for any non-compliance by the DEVELOPER of any law, rule, regulation or conditions of any approval etc.

24. The OWNER and DEVELOPER shall be responsible and liable in respect of income tax and/ or other statutory liabilities as far as respective sale proceeds from the Project are concerned. The OWNER and DEVELOPER have agreed and undertaken to pay their separate tax and /or other liabilities punctually and indemnify the other party and the said land against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:
- a) these presents do not create any Partnership between the parties hereto;
 - b) each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - c) each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realisation received by each of them under these presents
25. The OWNER has declared and represented to the DEVELOPER that the Said Land is free from all encumbrances, charge, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches or no notice of requisition or acquisition has been received by the OWNER 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. The DEVELOPER has entered into this Agreement relying/ acting upon these declarations and representations/ undertakings of the OWNER.
26. That if the Said Land or any part thereof comprised in and the 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 other cause or cases whatsoever including outstanding(s), claim(s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and/or intending buyers of whole or part of the built/ unbuilt areas, car parking etc. The OWNER expressly agrees to keep the DEVELOPER indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER may sustain or incur by reason of any defect in title of the OWNER.
27. That if there be any claim, demand, 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 building and/or any other matter incidental to this Agreement

	
OWNER	DEVELOPER





4/10

shall not 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 case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigations and/or court decrees shall only be met and satisfied out of OWNER's share of the sale proceeds thereof.

28. The OWNER undertakes to execute all documents/ agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the Project building at the cost and expense of the said allottees.
29. 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 complex and/or booking and sale of apartments the Project building.
30. That on execution of this Agreement, the DEVELOPER shall be entitled to enter upon the entire Said Land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana 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 and completion of the proposed complex/es on the Said Land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is a Affordable Housing Project wherein the public is free to book the areas/ spaces in conformity with applicable policies and to have temporary site office in any part of the Said Land. It is specifically agreed and understood that the permission and authority granted by the OWNER to the DEVELOPER under this clause, does not empower the DEVELOPER to carry out any construction work on the said land until all consents and permissions, including but not limited to, layout plans and environmental clearance have been obtained from the appropriate authority(s) as contemplated herein.
31. That it is agreed between the Parties that the access to the Said Land/ property granted to the DEVELOPER for the purpose of the above mentioned Project shall not be hindered and DEVELOPER shall not be prevented access till the Project buildings is complete, other than for DEVELOPER'S default. The Project buildings shall be deemed to have been completed only on receipt of an occupancy certificate.

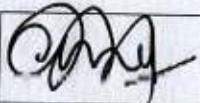

Defaults by the Developer and Consequences of Default

32. The DEVELOPER shall be deemed to be in default and breach of this Agreement:
 - 32.1 a) In the event the DEVELOPER fails to obtain all license, clearances, permissions or sanctions for developing an Affordable Housing Project, within one year from the date the Government closing the windows to accept application for Affordable Housing, this Agreement shall be deemed to have automatically terminated and the non-refundable amount of Rs.1 crores paid by the Developer to OWNER shall stand forfeited.

	
OWNER	DEVELOPER



- b) In case the booking is less than 50% it is developers responsibility to complete and initiate the project in the pre-defined time as per law.
- c) In the event after the allotment of the flats in the Affordable Housing Project, the DEVELOPER does not commence works on the said land for a period of 6 months, or abandons the works (no substantial work is carried on the said land for a period of 6 months) this Agreement may be terminated at the sole option of the OWNER by issuing a written notice to DEVELOPER and on termination, the non-refundable amount of Rs.5 crores paid by the DEVELOPER to OWNER shall stand forfeited. Any works done on the said land shall vest with the OWNER and the OWNER may take over the Project and get the Project completed, or the said land cleared, at the sole risk and cost of the DEVELOPER.
- d) In the event the DEVELOPER fails to complete the Affordable Housing Project (which shall mean the obtaining of completion and occupancy certificates for the entire Project from the appropriate authorities) within 48 month with a grace period of 6 months, or further extended period as may be mutually agreed in writing between the parties, of the grant of sanction of layout plan and environmental clearance, the DEVELOPER shall be liable to pay the liquidated damages and suffer the consequences as set out in Clause 14.
- 32.2 In the event this Agreement is terminated on default of the DEVELOPER, the DEVELOPER shall not be permitted to access the said land other than for removing its equipment and materials lying on site, which shall be completed within 15 days of the termination notice. In case the DEVELOPER fails to remove its equipment and materials within the said period, the same may be disposed of by the OWNER and the sale proceeds, if any, or the costs of disposal adjusted against the amounts due from the DEVELOPER.
33. That the Parties hereto have agreed and undertaken to perform their part of the Agreement with the 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 effect to the terms of this Agreement.
34. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
35. The DEVELOPER shall obtain requisite insurances for the Project. The DEVELOPER shall also obtain a completion certificate and/or occupation certificate on completion of the Project. The common areas of the said Project /complex/ scheme shall be maintained by professional maintenance company appointed by the DEVELOPER as per the Affordable Housing Policy. The expenses for the same shall be met as provided in Clause 18. . The DEVELOPER shall fulfill all responsibilities and obligations as laid down in RERA and/or under the policy/ rules for affordable housing. The DEVELOPER shall comply with the existent defect liability period stipulation and rectify and/or repair and damage at its own cost.


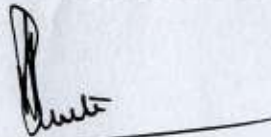
	
OWNER	DEVELOPER

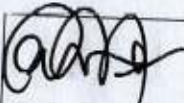



12/10/20

36. This Agreement overrides and supersedes all prior discussions and correspondence between the Parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.
37. That in pursuance of the due performance of the obligations and the covenants herein contained, this Agreement shall not be revoked or cancelled, other than for DEVELOPER'S default and shall be binding on both the Parties and their successors, administrators, liquidations and assigns.
38. The failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
39. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions 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 law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
40. That in the event of any disputes, differences or disagreements between the parties in connection with this Collaboration Agreement or regarding its interpretations, terms and conditions, enforcement, breach etc. shall be referable to a sole arbitrator to be appointed by the mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The seat of arbitration shall be at Delhi. Courts in Delhi alone shall have jurisdiction in all matters relating to this Agreement.
41. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER only.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

	
VIVEK NANDA OWNER	MEGA INFRA TECH PRIVATE LIMITED DEVELOPER Through its authorized person Shri Ajay Bharti

	
OWNER	DEVELOPER

h
Drafted By
T.C. KHATANA
Advocate
Distt. Court, Gurgaon
29/11/18

h
T.C. KHATANA
Advocate
Distt. Court, Gurgaon

[Faint handwritten signature]



[Faint circular stamp]

Directed by
T.O. KHATAVA
Advocate
Dist. Court, PARSARU

T.O. KHATAVA
Advocate
Dist. Court, PARSARU

WITNESSES

1.

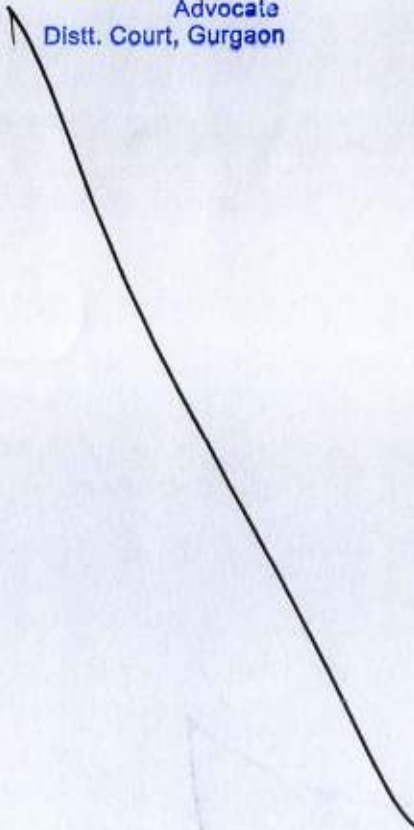


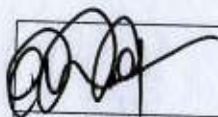

Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

2.



T.C. KHATANA
Advocate
Distt. Court, Gurgaon



	
OWNER	DEVELOPER

Handwritten signature
S.M. K. ...
S.M. K. ...

12
T. KHATAI
Advocate
The Court Engraver



APPLICATION FOR GRANT OF LICENCE FOR SETTING UP A AFFORDABLE GROUP HOUSING COLONY ON MEASURING 9.3875 ACRES SITUATED IN SECTOR-95B IN THE REVENUE ESTATE OF VILLAGE GARHI HARSARU, DISTRICT - GURUGRAM (HR)

1. Land owned by - in Village Garhi Harsaru , District - Gurugram.

S No	Jambandi No	Mut. No	Village	Rect. No	Killa No	Area		Share	Area Taken			Remarks
						K	M		K	M	Acres	
1	J/150/127	M/7108	Garhi Harsaru	45	9/2	2	0					
					12	8	0					
					13/1	1	2					
					13/2	6	18					
					18	8	0					
					22/1/2	1	7					
					22/2	6	0					
					23/1	7	8					
					Total	40	15	full	40	15	5.09375	
2	J/151/128	M/5406 M/7107	Garhi Harsaru	45	19	8	0	1/3	11	9		
					20	8	0	2/3	22	18		
					22/1/1	0	13					
					50	2/1	7	16				
					3/2	3	14					
					9/2	0	15					
					10/2	5	9					
					Total	34	7		34	7	4.29375	
G. Total = 75 K - 2 M or 9.3875 Acres												



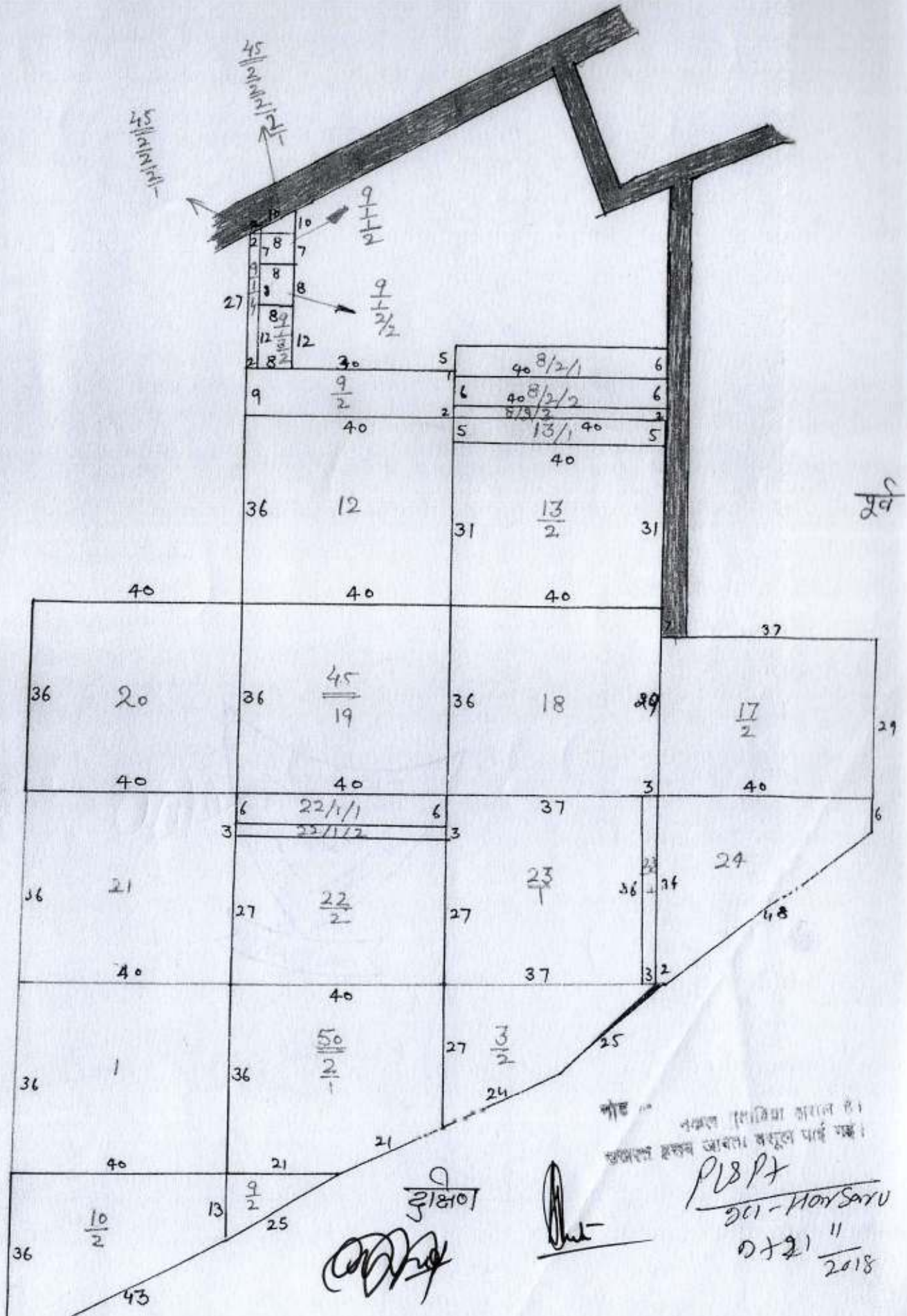
ASO

नकल अन्वेषण शिखर किलावन्दी माजा गदी हरसरु ह० न० (५६) उपलक्षणी हरसरु किला मुख्यांश

उत्तर

पश्चिम

पूर्व



दुखी
[Signature]

[Signature]

नकल अन्वेषण शिखर किलावन्दी माजा गदी हरसरु ह० न० (५६) उपलक्षणी हरसरु किला मुख्यांश
P/S/P
201-110/SARU
07/21/2018

