



**Indian Non Judicial Stamp  
Haryana Government**



Date : 26/03/2021

Carriage No. 5029961042  
MSIS No. 76730713



Stamp Duty Paid : ₹ 1341003  
Penalty : ₹ 0

**Seller / First Party Detail**

Address	Bhawana Sagar	Section/Ward	26	LandMark	Housing board colony
H.No/Flat no.	2207	Distt. City	Faridabad	State	Haryana
City/Village	Faridabad	Pincode	121001		
Phone	9891111107	Cities	Rohit narwal, deep, chand karan singh sajwan Singh, Annuwati, Rohit, Devi, Samir, Narwal		



**Buyer / Second Party Detail**

Name	Singhania Infratech	Section/Ward	X	LandMark	Tower B, DLF towers, sector
H.No/Flat no.	1123	Distt. City	New Delhi	State	Delhi
City/Village	New Delhi				
Phone	9811111107				

Purpose : COLLABORATION AGREEMENT

This stamp is issued under the law and can be verified by visiting the website [www.hssc.gov.in](http://www.hssc.gov.in) or by calling the toll free number 1800-102-1000.



**COLLABORATION AGREEMENT**

THIS COLLABORATION AGREEMENT is executed at Faridabad on this 31<sup>st</sup> day of March, 2021 ("Agreement").

*V. Narwal*

*Rajiv*

*Partners*

*Faridabad*

*Agreement*

*Kamlesh*

*Rajiv*

For Singhania Infratech

*12/03/2021*

(Rajiv Phulwari)

Partner

फॉर्म नं: 8449

दिनांक: 31-03-2021

डीड समझौते विवरण

डीड का नाम  
AGREEMENT

COLLABORATION

तइसील/सब-तइसील फरीदाबाद

गांव/शहर खेड़ी कलां

एन सदाचार विवरण

राशि: ₹7032330 रुपये

स्वाप्त इकूलों की राशि 1340600 रुपये

स्वाप्त ज. 100000 रुपये

स्वाप्त की राशि 1341030 रुपये

टीक्सिटरकर्ज पैसा की राशि 50000

E-Challan: 75731182 विलिंग बुक्स/ 0 रुपये

रुपये

Demand Draft No:

No. 111 Chappi 6

मेरा प्रतीक्षा दिनांक 31-03-2021 दिन बुधवार समय 6:10:00 PM पर एक श्रीशीमली इकूलाई

Shri Shyamalai Iqbal Singh निधान और दाना पंजीकरण के हस्तान विवाह करता है।

उपर्युक्त व्यक्ति की प्रतीक्षा (प्रतीक्षा दिनांक)

हस्ताक्षर प्रतीक्षा  
Shyamalai Iqbal Singh  
Signature Date: 31-03-2021

Signature

प्रतीक्षा व्यक्ति व श्रीशीमली इकूलाई no Shyamalai Iqbal Singh द्वारा दिनांक 31-03-2021 पुरा प्रतीक्षा हालिंग है। प्रतीक्षा प्रतीक्षा के दृष्टियाँ का दोनों पक्षी

वे दुनावर तथा समझकार स्वीकार किया। दोनों पक्षों की वकालत श्रीशीमली इकूलाई विवाह की विवाही, अंत श्रीशीमली इकूलाई द्वारा प्रतीक्षा की।

प्रतीक्षा व्यक्ति की।

प्रतीक्षा व्यक्ति व श्रीशीमली इकूलाई के दोनों पक्षों की वकालत वह ग्राही नाम से पहचान गरता है।

उपर्युक्त प्रतीक्षा अधिकारी( फरीदाबाद )

दिनांक 31-03-2021

Mr. TARACHAND  
Advoc.

For Shyamalai Iqbal Singh  
Signature

31-03-2021

K. Vinod  
Advocate  
P.W. & T.S.  
Chennai



BETWEEN

1. **Jitender Singh** (Aadhar No.766434091299) S/o Shri. Mukund Singh Resident of House No. 2207 Housing Board Colony, Sector 28, Faridabad -121008 [Share 1/15 {2 Kanal 7.5 Marla = 0.296875 Acre}]
2. **Rohit Narwari** (Aadhar No. 287681834847) S/o Sh. Yoginder Singh Narwari, Resident of House No. 2207 Housing Board Colony, Sector 28, Faridabad -121008 [Share 1/15 {2 Kanal 7.5 Marla = 0.296875 Acre}]
3. **Deep Chand** (Aadhar No. 215196402355) S/o Sh. Bal Kishan Resident of Kheri Kalan(112), Faridabad 121002 [Share 1/5 {7 Kanal 3 Marla = 0.89375 Acre}]

Jitender Singh  
Rohit Narwari

(By) Chaudhary

Satish

Hand 2

Signature

Pritpal

(RJD- Phulwari)

Signature

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For Singhi & Son  
LAWYERS

4. **Karan Singh** (Aadhar No. 680821039621) S/o Sh. Bal Kishan Resident of House No. 1517 Mehboob Patti, Kheri Kalan, Faridabad 121002 [Share 1/5 (7 Kanal 3 Marla = 0.89375 Acre)]
5. **Satish Kumar** (Aadhar No. 433378536696) S/o Sh. Sabab Chand Resident of 405 Mehboob Patti, Near Govt. Hospital, Kheri Kalan, Faridabad 121002 [Share 1/5 (7 Kanal 3 Marla = 0.89375 Acre)]
6. **Smt. Phulwati** (Aadhar No. 245337789272) W/o Sh. Deep Chand Resident of Kheri Kalan, Faridabad 121002 [Share 1/30 (1 Kanal 4 Marla = 0.15 Acre)]
7. **Smt. Brishla Devi** (Aadhar No. 355829128764) W/o Sh. Karan Singh Resident of House No. 1517, Kheri Kalan, Faridabad 121002 [Share 1/30 (1 Kanal 4 Marla = 0.15 Acre)]
8. **Sameer Narwat** (Aadhar No. 415853293744) S/o Sh. Amar Narwat Resident of House No. 6516, Pocket 6 & 7, Sector-C, Vasant Kunj, Delhi 110070 [Share 1/5 (7 Kanal 3 Marla = 0.89375 Acre), represented through General Power of Attorney holder and father namely **Sh. Amar Narwat** (Aadhar No. 591657708203) S/o Sri B. K. Narwat Resident of C 6/6516 Vasant Kunj, South West Delhi, Delhi 110070 vide registered deed no. 153 dated 13.08.2019 duly registered with Sub Registrar, Faridabad and GPA dated 12.09.2020 duly authenticated vide order of worthy District Collector, Faridabad dated 24.03.2021]

hereinafter referred to as the "**Owner**"/"**First Party**", which expression, unless repugnant to the context of this agreement, shall mean and include their respective heirs, administrators, legal representatives, successors, executors, assigns etc. of the **First Party**;

Handwritten signatures and marks are present over the document, including:

- A large handwritten mark resembling a signature or stamp in the center.
- A handwritten signature "Brijendra Patel" above it.
- A handwritten signature "Jitendra Singh" on the left.
- A handwritten signature "Anil Kumar" on the right.
- A handwritten mark "P.T.S" at the bottom left.
- A handwritten mark "(RTS Padwal)" at the bottom center.
- A circular official seal or stamp at the bottom right.

**AND**

M/s Singhatia Infratech, a partnership firm, having its registered office at 1123, Tower-B, DLF Towers, Jasola District Centre, New Delhi-110025 represented through its partner **Shanti Parkash** (Aadhar No. 450453482888) &/o i.e. Sh. Chiddu Mst. Gupta R/o 399 Sector 16 A, Faridabad, Haryana, hereinafter referred to as the "**Developer**" which expression, unless repugnant to the context of this agreement, shall mean and include its successors - in interest and assigns of the **Second Part**.

The Owner and the Developer are hereinfor individually referred to as the "**Party**" and jointly as the "**Parties**".

**RECITALS**

- A. **WHEREAS** The Owner has represents and warrants that they are lawful owner and in vacant peaceful possession of land of measuring measuring 35 Kanal 15 Marla (1.46875 Acre) comprised in Khewat No. 608 Khata No. 670 Rectangle No. 20 Killa Nos. 22/2(4-0), 23/2(4-0), 24/1 Rectangle No. 20 Killa Nos. 2(8-0), 3(8-0), 8(8-0) and 9/1(5-15) total 5 Kitas situated in the revenue estate of the village - Kheri Katari, Yousif & District Faridabad, Urban Estate Sector 84, Faridabad (Haryana) vide Jumabandi for the Year 2019-20 hereinafter referred to as the "**Said Land**"/"**Project Land**". The revenue map/ Aks Shajra of the said land delineated in Yellow Column and Jumabandi are annexed herewith as **Annexure- "A (Colly)"**:

*Jumabandi*

*Plot Chak. Farid*

*- Faridabad -*

*Revenue*

*Khata No.*

*(RTI Phukan)*

- A. **AND WHEREAS** the Owner has represented that it has peaceful vacant physical possession of the said Land and possess absolute right, title and interest on the said Land. The said Land is free from all claim(s), charge(s), lease(s), adjustment(s), dispute(s), liability (post, litigations), loan(s), mortgage(s), lease(s), / arrangement(s) / agreement(s), MoU(s) with any third party, or any other encumbrance of whatsoever nature. The Owner has categorically represented that the said Land has not been notified under the Land Acquisition Act, 1894, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or any other enactment or similar encumbrance of whatsoever nature. Further the said Land is free from all encumbrance and is capable in all respect for development of any project in the said Land;
- B. **AND WHEREAS** the Owner has further represented the Second Party that the said land falls within the Residential Zone of Sector 84, Panjabbad, and is abutted and connected to the Sector Road;
- C. **AND WHEREAS** the Owner has further represented the Second Party that the said land can be developed via the Affordable Group Housing Project after obtaining the requisite license from the Town & Country Planning Department, Haryana;
- D. **AND WHEREAS** the Owner contemplates to develop the said land by setting up a Affordable Group Housing Colony under the Affordable Group Housing Policy, 2013 or any other policy, scheme or notification by the Competent Authorities (hereinafter referred as 'Policy') after obtaining the requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities;

Mr. Ashok

Brij Singh Jatia

Shivam

Praveen

Priti

(RTB Phulwari) Page 8 of 39

2021-07-17 11:45:30



1. **AND WHEREAS** the Developer has represented that it is a duly formed business entity and authorized to enter into this Agreement and the Partners/Authorised Signatories;
1. **AND WHEREAS** the Developer believing the aforesaid representations of the Owner to be true and also acknowledging the belief of the owner above it above, has agreed to undertake the execution, construction, completion, marketing and selling of the project, whether built-up, commercial, recreational, residential or otherwise, under Affordable Group Housing Policy, 2013/ or any other scheme, policy or notification on the said land, i.e., **4.46875 acres** after obtaining the requisite permissions, sanctions, approvals and license for change of land use (hereinafter referred to as the "said Project").

Now, the Parties are coming together to record the mutually agreed and clearly defined roles and responsibilities to develop the said land in terms of this Agreement and on the conditions set out hereunder.

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

**1. DEFINITIONS:**

Words and expressions used in the agreement form and schedules shall convey the full sense, unless a contrary intention appears from the context.

- a. **Acre** means an area of 1,840 sq yards = 8 Kanal of land.
- b. **Agreement** means this Collaboration Agreement duly executed and registered between the Parties.
- c. **Project Land/ Said Land** means the plot of land as defined in recital 'A'.

Wesley Singh

Wesley

Gupta

Father

Mukesh

1 Kanal

Brisilla

Page 7 of 37

(RJS Phulwari)

Raj Sanghera Infratech  
5th April 2022

- c. **Approvals** mean any and all approvals, sanctions, consents, licenses, no objection certificates and permits required for the construction, development and implementation of the said Project in accordance with Applicable Laws.
- d. **Applicable Laws** mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.
- e. **Authority** means the relevant and concerned governing body or any department thereof, any semi-government or judicial or quasi-judicial person in the state of Haryana or Central Govt or any person (whether autonomous or not) who are charged with the administration of any law applicable to the said Land or said Project.
- f. **Buyer(s)** shall mean the Persons who intend to purchase, or as the case may be, who purchase the Units in the said Project.
- g. **Completion** means the date of completion of all the work of construction and development of the said Project in accordance with the Approvals and Sanctioned Plans and evidenced by the Completion Certificate.
- i. **"Development Rights"** means all rights, interest and entitlements of the Developer with respect to the implementation, designing, development and construction of the Project, the right to sell the saleable areas in the Project and shall include without any limitation, right, authority and license to:

*Shri K. S. Singhania  
Managing Director  
Singhania Infotech  
2228-PTT*

( RTI Phygoid ) Page 8 of 37

For Singhania Infotech  
2228-PTT

- (i) to enter the Project Land with full, free, unimpeded, unrestricted and unobstructed rights and liberty of way and passage and other rights in relation thereto including the right of ingress and egress, the right of way;
- (ii) to enjoy unrestricted, vacant and peaceful access to and occupation of the Project Land for undertaking, implementing and developing the Project and to enjoy all benefits therefrom permitted by this Agreement;
- (iii) to implement, design, construct and develop the Project on the Project Land and carry out all other necessary and ancillary arrangements in relation thereto;
- (iv) to develop the Project Land for the purposes of the Project, including construction of buildings, structures and other constructions, in terms of the plans as approved by the concerned statutory authorities for the Project based on the maximum possible FAR warranted (including the maximum permissible FAR and along with all internal and external services, amenities, facilities, fittings, fixtures, including but not limited to areas available for common enjoyment, and development of Project Land including construction or development of roads, landscaping, water supply, street lighting, drainage, sewerage and other conveniences, development of internal and peripheral areas and infrastructural facilities for the Project);
- (v) to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development, landscaping thereof;
- (vi) to exclusively assign marketing and branding of the Project without interruption or interference from the Owner or any Third Party;

Mr. Miller Singh

Phy  
Lecter

Alam (2)

Kecassal

Brahma

(RTI Application)

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For Slighem Singh  
S 62 B 1/107

- (vii) to appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to Applicable Law;
- (viii) permit home loans/housing finance to its customers and to mark a lien to respective housing finance companies, Banks, Non Banking Finance Companies & Financial Institutions etc. on the units for which the loan has been granted;
- (ix) sell/ lease/ license/ transfer of the saleable area developed and constructed on the Project Land;
- (x) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipments of suitable capacity for the Project including the Common Areas and community facilities;
- (xi) to manage the Project Land and facilities constructed upon the Project Land during the implementation of the Project/ Phase;
- (xii) to enjoy all rights, privileges and benefits to sell, generate, receive, use and appropriate all revenue generated in relation to the saleable area in the Project;
- (xiii) to undertake such other activities as may be required for the development of the Project in the Project Land;
- (xiv) to assign all its rights, title and interest under this agreement to any other person or association of persons on its terms as it may think fit and appropriate.

j. **Developed Area** means the total developed and/or constructed areas and/or structures within the said Project, including without limitation, the Common Areas, common amenities and facilities, terrace areas, garden areas, boundary wall, water tanks to be put up as part of the said Project based on the Sanctioned Plan

k. **Developer's Share** means 75% of the Net Sale Proceeds from the sale of Units, from time to time, having residential/ commercial units, upon which the license is obtained and said Project is developed.

*Jitender Singh* *Play Zone* *Fatih* *July 2012*  
*Lokendra* *Srinivas* *Shivam* *Page 18 of 37*  
*(RTS-Photovideo)* *For Sengana Jitender*  
*14/07/2012*

- I. **DTCP** means the Directorate of Town and Country Planning, Government of Kerala.

ii. **Effective Date** means the date of execution of this Agreement.

iii. **Encumbrance** means any mortgage, right of way, pledge, equitable interest, assignment by way of security or otherwise, conditional sales contract, by partition, right of other Persons, leases, claims, security interest, defect in title, title retention agreement, interest, option, lien, charge, loan, sales, dispute, litigation, easement, encroachment or other condition, restriction or limitation of any nature, whatsoever, including any restriction on use, or exercise of any other attribute of ownership, right of set-off, negative covenant or condition which has the effect of constituting a charge or security interest or a negative lien which could affect the construction and development said Project.

iv. **FAR** shall mean Floor Area Ratio.

v. **Force Majeure** means all acts of God including earthquake, flood, landslide, storm, hurricane, cyclone, acts of terrorism, strikes/ labour disruptions, war, hostilities (whether declared or not), pandemic, invasion, rebellion, riots, conflict or military actions, ionising radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion, National emergency proclaimed by the Govt. of India, which results in such acts of the government having a material impact on the performance of the obligations of the Developer under this Agreement; any notice, order, rule, notification of any government or other public, judicial or competent authority or court or change in law which affects the said Project, Non-availability of construction materials to achieve Completion of the said Project due to which not only the Developer but the entire real estate industry is affected.

(Q53.0401w01) Page 11 of 32

For Singhaic Indians  
(L26, 1977)

- q) **GST** shall mean Value Added Index.
- r) **Gross Proceeds** means and includes the consideration received from the following:
- all amounts collected from the Customers from time to time including the following:
    - revenue from sale of Units;
    - deposits and amounts collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
    - amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time;
    - deposits and amounts collected from the Buyers towards electricity meter charges/ power back up charges, etc.
    - amounts collected towards water connection charges and sewerage connection charges, storm water connection charges, if any;
    - amounts collected towards maintenance charges ,if any;
    - deposits and amounts collected from the Customers towards maintenance and repairs of common areas and facilities.
    - stamp duty, registration fees and any other taxes/ levies collected from the Customers;
  - and all or any other revenues/ income and benefits that may accrue and be generated from the said Project.

s) **HUDA** means the Haryana Urban Development Authority.

*Jitendra Singh* *Pray Patel* *Satish* *Amitabh*  
*12/12/2018* *12/12/2018* *12/12/2018*  
*Kiran* *Brijesh* *(RTE Photo)* *Page 12 of 37*

*For Singhania Infrastructures  
Nikhil Patel*

*Faster*

- i. **HSVP** means the Haryana Shaheed Vikas Pradhikaran;
- ii. **Licenses** means licenses, approvals and permits issued by the DCCP or any other government./ statutory for construction and development of the said Project;
- v. **Net Sale Proceeds** means and includes the Gross Proceeds, Excluding :
- (i) Deposits and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
  - (ii) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;
  - (iii) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any;
  - (iv) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;
  - (v) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units.
  - (vi) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;

Shri Ashok Singh

Dny. Ashok Singh

Jitendra

Arun Kumar

F. C. S. A. M.

B. K. Mehta

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(MTP Phalwani)

For Singhania Group  
(A.P.T.A.)

- (iii) stamp duty, registration fees and any other taxes/levies separately collected from the Buyers for their units.
- (iv) revenue collected from sale of car parkings charges upto the actual cost of construction of car parking.
- x **Notice** means any notice, request, demand or other communication required or permitted to be given pursuant to this Agreement.
- x **Owner** means the land owning persons whose names have been listed above in the 'Name Clause' of this Agreement.
- x **Owner's Share** means 25% of the Net Sale Proceeds from the sale of Units, from time to time, in the residential/ commercial development of Built-up Units, upon which the license is obtained and said Project is developed.
- x **Policy** means the Affordable Group Housing Policy 2013 or any other policy, scheme or notification by the Competent Authorities or any other policy issued by the State Government of Haryana.
- aa **Project Architect** means a reputed and experienced firm of architects to be decided and appointed by the Developer at sole option/ discretion of Developer as lead architects to the said Project, who shall be responsible, among others, for the certification of the completion of the construction of the said Project.
- bb **Master Collection Account** means the account to be opened, operated and maintained with the Bank by the Developer, in which Gross Proceeds are collected and deposited.

Jitendra Singh

Phy

Paridhi

Satish

Dinesh

Karanpal

Praveen

(RTT Phulwari)

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For Singhal & Associates

1/206-1/207

Praveen

- cc. **RERA** means the Real Estate (Regulation and Development) Act, 2016 and with applicable Rules framed thereunder.
- dd. **Said Land** means the all that pieces and parcels of agriculturalland measuring 35 Kanal 15 Marla (4.46875 Acre) comprised in Khewat No. 698 Khati No. 670 Rectangle No. 20 Killa Nos. 22/2(1-0), 23/2(4-0), and Recintacle No. 29 Killa Nos. 2(8-0), 3(8-0), 8(8-0) and 9/1(3-15) tend to Kitis situated in the revenue estate of the village - Kheri Kotan, Puniyal & District Panchaburi as per Bambabandi for the year 2019-20 and as depicted in the sajra map annexed hereto as **Annexure- A** and highlighted in Yellow Color.
- ee. **Said Project** means the construction and development of the said Land for establishing Affordable Group Housing Colony in accordance with the approvals, sanctions & permissions from the competent authorities including for residential, commercial & other approved purposes.
- ff. **Sealeable Area** means area of the said Project available for sale to the Customers.
- gg. **Sanctioned Plan** means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, that the Developer obtains from the Authority in relation to the said Project.
- hh. **Unit(s)** means the residential/commercial Built-up areas in the Affordable Group Housing Colony in the said Project to be constructed, or any other saleable space, if any, on the said Land.

*[Signature]* *[Signature]* *[Signature]* *[Signature]*

Mr. Arun  
Kumar  
Bisht  
(R.T.O. Phulwari)

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For Bhagwania Infrastructures  
Pvt. Ltd.

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

2. The subject matter of this Agreement is the said Land/Project Land i.e., all that pieces and parcels of agricultural land measuring 35 Kanal 15 Marla (4.56875 Acre) comprised in Khewat No. 608 Khata No. G70 Rectangle No. 20 Killa Nos. 22/2(4-0), 23/2(4-0), and Rectangle No. 29 Killa Nos. 2(8-0), 3(8-0), 8(8-0) and 9/1(3-15) total 6 Kiles situated in the revenue estate of the village Kheri Kalan, Telioli & District Faizabad as per Jambabdi for the year 2019-20 and as depicted in the sajra map annexed hereto as **Annexure A** and highlighted in Yellow Colour.
3. From the date of registration of said Project under RRRA, the Developer shall be entitled to develop, construct and market, the said Project as an Affordable Group Housing Colony under Policy including but not limited to the Affordable Group Housing Policy, 2013 or any other policy, scheme or notification at its own cost and expenses and with its own resources after procuring/obtaining the requisite Licenses, permissions, sanctions and approvals under the policy or notification from the Authorities. The Developer agrees to pay all Owner's Share amount to the Owner from time to time as agreed in this agreement and upon Developer's assurance, the Owner agrees and undertakes to place at the complete disposal of the Developer, the said Land and to irrevocably vest in the Developer all the authority of the Owner as may be necessary to be exercised by the Developer in its absolute discretion for obtaining the requisite Licenses, permissions, sanctions and approvals for development, construction, Completion, marketing and sale/FSI of the said Project thereon. All expenses involved in and for obtaining Licenses, permissions or sanctions from the concerned authorities shall be incurred, borne and paid by the Developer and under any circumstances, the Owner shall not be liable for the same. That the Developer shall be entitled to carry out the development/construction on the said Project either on its own or through contractors/sub-contractors or other agencies. Each Party shall keep the other Party fully indemnified against all damages, losses and interests that may be payable or levied on the non-defending Party on account of breach of any of the terms as agreed herein.

Hari Singh

Piyush

Ghosh

Lalit

Mujahid

Vishwanath

Kacum

Shivam

Brijesh

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For Lingsharmi Lohar  
(RRI Phulwari) : 1435222222

4. Owner shall execute an Irrevocable Power of Attorney (POA) in favor of Developer to apply and obtain the necessary License(s)/ permissions/s approval(s) from Authorities with respect to construction and development of said Land, appoint Project Architect & technical consultants for project planning and construction, advocates, tax consultants and manpower for the construction and development of the said Project, to raise project loans and to mortgage or create Encroachments/ security on the said Land & structure thereon and also w.r.t. customer finances against their individual units, to execute all such documents as required for availing such loans, right to market/sell the PSL/sellable unit, advertisement, sales campaign, raise demand as per booking /agreement to sale terms, receive payments from Customers, and execute allotment letters, agreement to sale, lease deed/sale deed/ conveyance deed in favour of Customers etc. for the said Project, coupled with the terms and conditions agreed upon in this Agreement and to get the said Land/ Project Land transferred/conveyed in favour of Developer or in favour of its any other Company/Firm.
5. According to all terms and conditions as agreed in this agreement, the POA shall be in full force and shall not be revoked until the Project is complete and the sale / transfer/ PSL/ conveyance/ lease/ license of the entire saleable areas in the Project to the prospective Buyers is duly completed by the Developer. The entire expenses of stamp duty and registration to be incurred for the stamping and registration of the POA shall be paid and borne by the Developer. It is expressly agreed and understood by Owner and the Developer that in the event any Government Authority requires any act, thing or deed, to be done/ performed on part of the Owners and/or Developer, for the purpose of giving effect to the transaction contemplated in terms hereof or for the development, construction and completion of the Project, despite the Owners having given the power of attorney, the Owner shall facilitate Developer in the regard to the aforesaid.

Wendy

Chay (Signature)

Lalit

Arvind

Kiran

Bikila

Page 17 of 37

(R.T. Bhawna Singhania (Signature)  
S. D. P. M.

6. The Developer, at the earliest, shall proceed to have suitable design, layout by placing maximum plotted area and / or plans prepared in respect of said Land and to get the same approved / sanctioned from the Authority(s). That the Developer shall have the complete rights on designing the said Project and allocation/dedication of area for particular residential or other land use as permitted by Authorities. For this purpose, the Developer undertakes to engage and employ reputed Project Architect(s) at its own cost, expenses and responsibilities. The Developer shall, for and on behalf of and in the name of the Owner, shall apply to DPCP and/ or such other Authorities as may be concerned with the matter for obtaining the requisite licenses for the development and construction of the said Project on the said Land in accordance with the applicable Sanctioned Plans. However, the Developer shall be entitled to make such variations in the design of the plans as may be required or considered by the Developer desirable or necessary for optimum utilizations of the said Land and in the interest of the said Project and the Owner agree and undertake not to object to any such variations or alterations to the designs and plans of the said Project.
7. The Developer will be entitled to modify, according to law, the Sanctioned Plan already submitted or secure fresh Sanctioned Plan, from time to time as solely decided by the Developer.
8. The Developer alone will be entitled to decide over the design, method and manner of construction and development of the said Project.

*Mukund Singh* *By and later* *Mukund*  
*Kiran* *(RIT Phalwani)*

9. 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 Bank Guarantees, Scrutiny Fees, License Fees, Conversion Charges, Electricity and Water Security Charges, any type of renewal charges, any other 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, as may be prescribed by the Authorities, shall be wholly to the account of the Developer only.
10. The Owner has represented the developer that the said Land/said Project is connected with Sector Road and further authorized to surrender required land to concerned Government Authority, if required, for the purpose of suitable connectivity of said Land/said Project.
11. The Owner hereby agrees and authorizes the Developer to give access to other housing colony to be developed by the Developer or any other party, on the land adjoining to the said Project from said Sector Road or any other road passing through the said Project.
12. The Owner further authorizes the Developer to integrate the services/facilities like electricity, water, sewage etc. from the said Project to the other housing colony to be developed by the Developer or any other party on the land adjoining to the said Project.
13. **SHARING OF NET SALE PROCEEDS & SECURITY DEPOSIT**

**OWNER'S SHARE**

In consideration of and in lieu of contributing the said Land towards the development of the said Project, the Owner shall be entitled to 25% of the Net Sale Proceeds from the sale of Units, from time to time.

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J. T. J.

Murali

(Cecilia

Brijendra

Page 19 of 34

(Rajeshwari)

For Singhaanji  
12/11/17

#### DEVELOPER'S SHARE

In consideration for and in lieu of taking approvals, developing and marketing the said Project and selling of Units in the said Project, the Developers shall be entitled to 75% share of the Net Sale Proceeds from the sale of Units in the Project, as well as the whole of the amount which does not include in net sale proceeds.

## **BANK ACCOUNT - OPERATION AND MAINTAINANCE**

- (i) There shall be a Master Collection Account and more other accounts to be opened, operated and maintained in any Bank solely and exclusively by the Developer.
  - (ii) In terms of this collaboration agreement, the Developer will pay 25% from the Master Collection Account or from any other account of Net Sale Proceeds of the Project to the Owners as per their respective land sharing.
  - (iii) Developer will keep the balance of Sale Proceeds with them and will utilize the same as per law.

## COMPOUNDING IN FSI/FAR

It is agreed by the the Parties that, in the event, at any time before the completion of the Said Project, the FSI and FAR of the Said Land increases, due to compounding, then the Developer at its sole discretion shall be entitled to avail such additional FSI and FAR in accordance with the Applicable Laws at its own cost and expenses and utilize such increase in the FSI and FAR in the Said Project at its cost and expenses. The Parties agree and confirm that the Developer shall be entitled to 100% share in additional Gross Proceeds due to increase in such FSI and FAR in the Said Project.

be entitled to 100% share in additional Gross Proceeds due to increase in such FSI and FAR in the Said Project.

#### **14. SECURITY DEPOSIT**

It is clearly agreed, understood, and confirmed by the parties hereto as the said land is considered to be developed under collaboration agreement, on signing and execution of this Collaboration Agreement, the Developer has paid a sum of Rs.21,00,000/- (Rupees Twenty One Lakh Only) to the Owner as interest free security deposit to the Owner for faithful observance of the terms and conditions of this Agreement the receipt whereof the Owner hereby accepts and admits. The said deposit amount shall be adjusted first from the Owner's share.

15. It is agreed, understood and confirmed that if the Developer want to execute sale deed in it's favor in respect of said land, at any time after execution of this agreement but after receiving the required permissions from the Competent Authorities, the Developer/Second Party shall issue Post dated Cheque(s) of balance consideration, as decided between both the parties, in favor of Owners/First Party to get sale deed/transfer deed in respect of said land registered in their favor or in favor of their Nominee(s) or their any other Firm/Company and the Owners/First Party shall remain present before the competent authority/concerned office for the said purpose.
16. That the Owner has delivered and handed over the possession of the said land to the Developer on execution of this Agreement for the purpose of measurement and all other activities for applying the license and development planning, construction of site thereon. Further it is agreed that this possession will be automatically deemed to be delivered and handed over as permanent, actual, physical, vacant, possession on the said land to the Developer upon receipt of Letter of Intent (LOI) from the Competent Authority.

W. H. S. B. S. P.

Bhuwan

Satya

Arun

Kiran

B. M. Hira

(RTI Phulwari)

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For Signature and Date  
2023/07/27

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17. On the Effective Date and upon taking possession of the said Land, the Developer shall internally plan, conceptualize and design the said Project in accordance with the Policy and market conditions. Thereafter, within 30 days of the opening of Govt. window, the Developer shall endeavor to apply for obtaining the Letter of Intent (LOI). Thereafter, the Developer will endeavor to obtain License and other approvals to develop the project on the said Land and upon obtaining the License and all other approvals including registration of said Project under RRRA, the Developer shall commence the development work and complete the development works within time allowed by the Authorities.
18. It is hereby agreed between the Parties that the original of all deeds, approvals, registration, permission, NOCs, license, etc. of said Land/ said Project shall be kept with Developer till the complete execution and delivery of the project. It is further agreed between the Parties that if for raising loans and finances the said deeds/documents are required for the creating mortgage on the said Land & structure thereon by bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial institution(s) or investor(s) etc. then the said title deeds, approvals, etc. will be handed over to the respective bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial institution(s) or investor(s), etc. by the Developer and the Owner shall assist the Developer in this respect.
19. It is understood by the Parties that they shall have no right of ownership on the Common Areas and the Owner authorize the Developer to maintain the common areas itself or through its nominated maintenance agency initially for a period of five years or as required under Law to hand over the same to the duly constituted Resident Welfare Association or the Authorities as and when required, for which purpose the Owner hereby undertake to execute the necessary documents, as discharge of its statutory liability to HUDA/HSP Local Bodies/ Authorities, facilitating such transfer either directly or through the Developer as its Attorney.

*Hendaran* *Piyush* *Satish* *Arun*  
*(Owner)* *Brijesh* *(RTS Phulwari)*  
Page 22 of 37  
For Esigning purpose  
*Chetan*

20. It is understood by the Owner that since considerable manpower, planning, expenditure, efforts & expertise would have already been involved before taking up development and construction of the said Project by the Developer and once such activities are undertaken, the Owner or its nominee(s) or legal heirs or successors shall not be entitled to cancel or revoke this Agreement under any circumstances. In such eventuality, the Developer besides its other rights, as available in law, will be entitled to get this Agreement fulfilled, enforced through a suit for specific performance or as per law at the sole cost and risk of the Owner.
  21. The Owner undertake not to disturb, interfere with or interrupt in any manner whatsoever the construction activity carried out or to be carried out by the Developer in the said Land and/ or as part of the said Land. The Owner further undertake not to commit any act or omission having the effect of delaying or stopping the construction activity to be undertaken by the Developer in terms of this Agreement.
  22. The Owner shall ensure that they clear off dues outstanding and payable to Authorities on account of municipal taxes, and other such related dues, if any, w.r.t. the said Land on or before the Effective Date and thereafter the same shall be borne by the Developer.
  23. It is represented by the Owner that the Owner alone is the sole, absolute and legal owner and in possession of the said Land and the said Land is absolutely free from any defect in title or encumbrance of any nature including but not limited to any third party right. In case, in future if there is any direct/indirect breach of and/or any deficiency in adherence to or performance to be made by the Owner and/ or any person acting under / through or on behalf of the Owner of their obligations with respect to the said Land under this Agreement and/ or (i) any defect / claim / dispute over the title of the said Land which may be raised by any third party during the course of execution, delivery and completion of the said Project, including in respect of possession and/ or (ii) revocation, cancellation, modification or any other challenge/impediment to the POA or subsistence thereof for any reasons other than an act or omission on part of the Developer of the terms of this Agreement; then the Owner alone shall, at their own cost,

and expense, contest and settle all disputes, claims, demands, suits, complaints, litigations, etc., which may be raised, filed or created with respect to the title of the said Land including all the claims and/or owners insinuated by the intending Buyer of the saleable area in the said Project, in a manner that the rights of the Developer under this Agreement and the development, construction, marketing and sale of the said Project is not adversely impeded or restricted throughout the said Project life cycle. Further, in case the Developer is dragged in to any litigation by any person on account of defect in title of the said Land, the Owner shall be liable and responsible to indemnify the Developer for all losses, damages, litigations expenses etc., incurred by the Developer in this regard. In the event such defect/dispute is not resolved by the Owner within a period of thirty (30) days from the knowledge of such defect/dispute then, the Developer shall have the unfeathered right to claim all its expenses and claims till such date and cancel/revoke this Agreement to the effect of defective/disputed land parcels of the said Land, against the receipt of its claim.

24. The Owner hereby represents and undertakes that upon signing of this agreement, they shall not enter into any further agreement/arrangement with any other third party w.r.t. said Land and they further undertake and assures that if any prior agreement/arrangement has been entered into with any third party with respect to the said Land, then the same shall stand terminated/ automatically stand annulled in all respect and the owner shall settle this at their own cost and expenses.
25. It is agreed between the Parties that subject to payment of Owner's Share, as per terms of this Agreement, the Developer may, if deem fit and proper, transfer, sell and assign its rights and interests as derived by virtue of this Agreement in respect of the said Project along with rights in the Licenses etc. granted by the Authority to develop and construct the said Project on the said Land to any of its Associate/Subsidiary Company for such price and on such terms and conditions as the Developer may deem fit and proper.

*Mukund Singh* *Brij Mohan* *Satish*  
*Keerat* *Rajendra* *Amritpal*  
*(A&I Project)* Page 24 of 37  
Fax: Sanghania 0171 21274711  
Printed on 10/10/2011

26. The Parties agree and confirm that the prospectus, booking form, application, term sheet, memorandum of understanding, agreement to sell, sale deed and/or other writing/s to be entered into with the prospective Buyers shall be solely prepared and finalized by the Developer at its sole discretion and the said documents shall be in consonance with RERA. The Owner agrees and authorizes that all the Customer agreements with the Customers shall be entered by the Developer subject to compliance of all applicable Laws and upon its own responsibility. In case any document requires Owners presence/signature, then the Owner shall comply to the same.
27. The Parties will be entitled to permit the Buyers to borrow finance from the Bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial Institution(s) etc. towards purchase/construction of Units against the security of their respective Units and proportionate undivided share of land in the said Unit.
28. The Owner hereby authorizes and permits the Developer to raise loan and finances for the purpose of payment of EDC and IDC and for the purpose of development and construction of the Project, by creating encumbrance/ mortgage/ hypothecation on the said Land, structure thereon and PSL of said Land/Project and Project receivables of Developer's Share only, from any Bank(s), Financial Institution(s), Non-Banking Finance Companies (NBFC), Housing Finance Companies, Alternative Investment Funds, Mutual Funds, Equity Funds, etc. and the Owner hereby, irrevocably agree and undertake to execute and sign all relevant documents relating to loan and finances, creation of Mortgage/ encumbrance/ hypothecation, deeds, declarations, affidavits and agreements as may be required for the purposes of creating a valid and legal mortgage on the said Land & structure thereon. It has been understood and agreed by the parties to this Agreement that under any circumstances and in any manner whatsoever, the receivables on Owner's Share shall not be mortgaged/ leased/ encumbered.

*Handwritten signatures and initials*

Buyer  
Seller  
RPTI Agent  
For signature  
Date: 7/1/17

29. The Developer hereby agrees and undertakes that the aforesaid loan shall be solely utilized for the purpose of EDC and IDC and development and construction of the Project and repayment of principal and its interest on the loan availed by the Developer and the same shall be repaid solely by the Developer from the Developer's A/c and/or from its own sources.
30. The Owner covenant with the Developer that it shall supply and provide all documentary evidence as may be required to be submitted to DTCP 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 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. However, subject to the terms of the Agreement, no documents shall be signed and executed by the Owner, which shall adversely affect their ownership rights in the said Land or the rights of the Developer therein in terms of and pursuant to this Agreement.
31. The Owner simultaneously undertake to appoint the Developer or its duly authorized nominee(s) as its attorney(jes) by executing and registering an Irrevocable General Power of Attorney, upon Developer always complying with all the terms & conditions under this agreement, for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions, allotment of building material, allotment of other materials, mortgaging the said land & structure thereon with any bank(s), Housing Finance Company(s), Non Banking Finance Company(s), Financial Institutions(s), etc and all other matters that will be required to be done and performed in connection with the development, construction and completion of the said Project and for taking the bookings, giving allotments, giving on lease, carry out sale and execution of application, Agreement to Sale, registration of Sale Deed/ Conveyance Deed/Lease Deed in favor of customers/buyers and receive consideration and issue valid receipts 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

Understood

By [Signature]

Dated

20/07/2022

Presently

Brijendra

(RIL Phulwari)

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For Binghamania Infra Tech  
CIN: U74707MH2017PTC282557

Partner

32. The Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour 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 and after the construction shall be settled and cleared by the Developer and no liability on this account shall fall on the Owner.
33. The Developer shall be solely responsible for the development of the said Project from the date of this Agreement till receipt of Completion Certificate of the said Project. Accordingly, the Owner shall not be held responsible/liable in any manner whatsoever w.r.t. compliances to be made, under any statute whether presently applicable or any future statute, for the development of the Project such as for construction quality, for delayed possession, for consumer complaints etc. Also, as the profit/loss from the said Project except Owner's Share (in lieu of land contributed by the Owner for the said Project) is to the account of Developer only, therefore, in case any claim/demand/liability/loss is raised upon Owner on above account, then Developer shall be liable to indemnify and so always keep indemnified the Owner against such claim/demand/liability/loss.
34. The Developer shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Developer with various statutory authorities for seeking various approvals etc. for the Project. The Owner undertake that within thirty (30) days of the receipt of any such refund referred to herein above, they shall pass on the same to the Developer and any delay by the Owner in passing on the refund to the Developer in this regard shall entail interest at the rate of 12% per annum. Further, in case of non payment of the foregoing, the same shall be adjusted from the Owner share.

*Hindocha*

*Bhy*

*(Signature)*

*dated*

*Armed*

*Kesaria*

*Brijlal*

*(RT+ Phulwari)*

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*For Singhania (31/03/2015)*

*Portion*

35. It is an integral and essential term of this Agreement that the said Project shall be exclusively named/launched by the Developer and the same will also be displayed in the advertisements, hoardings, brochures, publishing advertisements in newspaper, magazines etc. pertaining to the said Project. Further, Developer will have right to put sign boards, neon-signs on the said Land or at other places, in any manner as the Developer may deem fit and proper and thus it shall be entitled to invite Customers and brokers to the said Project.
36. Owner has declared and represented to the Developer that the said Land is free from all encroachments, litigation, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owner shall keep the said Land free from all encroachments till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/ acting upon these declarations and representations/ undertakings of the Owner. The Owner further confirm and represent that there is no other co-share of the said Land and the said Land is exclusively owned and possessed solely by the Owner and the said Land does not need any partitions.
37. 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, obstructed or delayed in any manner whatsoever. In the event such defect/dispute is not resolved by the Owner within a period of thirty (30) days from the knowledge of such claim, demand, tax or dispute of any nature then or any breach of terms of this Agreement, the Developer shall have the unfettered right to cancel/revoke this Agreement to the effect of defected/disputed land parcels of the said Land and recover the proportionate Security Deposit and all other expenses and claims from the Owner. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of Owner's Share.

Vishwanath  
Rao  
K. S. Rao  
B. N. Naidu  
(Rao Phulwari)

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For Singhania Builders  
12/2/2012

38. The Parties agree and confirm that Developer shall confirm and comply with its obligations and compliances as required under RERA and other applicable laws and mandatorily register the said Project in one or more phases before the Authority in accordance with RERA and within the time period available under the Applicable Laws and the Owner hereby agrees to execute necessary documents in respect thereto, if any. Further, the Owner shall also comply with the provisions of RERA or any other applicable Law as applicable from time to time being the Owner of the Land, if any. The Parties further agree and confirm that, (i) the Owner shall be solely liable to any queries / defects in title of the said Land only and (ii) Developer shall be solely liable to answer queries on the Approvals, Functional Plan, construction, quality and development of the said Project, before the Authority constituted under the RERA. It is expressly clarified that any action initiated by the Authority owing to an act or omission or non-adherence to RERA by the Developer, then Developer alone shall be solely liable to all liability arising out of such act or omission or non-adherence. Likewise in case any penalty imposed by RERA on account of Owners defective Title on the said Land, then the Owner shall be solely liable to bear and pay such penalty. The Defaulting Party shall indemnify the Non-Defaulting Party from all liabilities / losses incurred by the Non-Defaulting Party as a consequence of such act or omission or non-adherence to RERA. It is also clarified that such penalties etc, imposed, if any, shall be recovered from the share of defaulting party.
39. The Parties agree and confirm that neither the Developer nor the Owner shall be construed as an 'officer' within the definition of RERA.
40. The Parties agree and confirm that: (i) all payments, deposits made by the Buyers / third parties in relation to the saleable area in the said Project, (ii) refunds, reimbursements on cancellation of the Units and (iii) all withdrawal / disbursal mechanism of monies deposited by the Customers and utilization of such monies shall be strictly in adherence to the RERA and neither the Developer nor the Owner shall raise any objections in this regard.

*Hindli Singh* *Officer* *Satish* *Muralidhar*  
*Kiranwala* *Riddhi*

(RTI Phulwari) Page 29 of 37

For Singhania Immo. Co.  
12/12/2017

41. The Owner has complied with all terms, conditions and covenants set out under the title documents in terms of which the Owner acquired title to the said Land.
42. The Owner on the Effective Date shall hand over to the Developer accurate and complete copies of all deeds and other instruments by which the Owner acquired interest in the said Land.
43. The Owner undertake to execute all documents/agreements of assurances that may be necessary to be given to the intended purchasers of the said Project at the cost and expenses of the intended purchasers/Developer.
44. The Owner and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the said Project Land or any part thereof, by, from, Under or in trust for the Owner, shall and will from time to time and at all times hereafter at the request and cost of the Owner do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things and assurances in law whatsoever to better and more perfectly, grant the rights to achieve Completion of the said Project.
45. The Parties shall immediately communicate in writing to each other any information which may come to their knowledge or which may or is likely to affect the construction / development of the said Project and/or prejudice the rights, benefits and interests of the Parties.
46. The Owners are jointly and severally liable for the representations, warranties and covenants made herein and based on the abovementioned representations, covenants, warranties and undertakings made by them to the Developer, and believing the same to be true and correct, the Developer has entered into this Agreement. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Owners shall not be affected or deemed waived by reason of any such investigation / due diligence undertaken by or on behalf of the Developer or by reason of the Developer or any of its advisers, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

Mr. Nitin D.  
M.A.

(Signature)

For Senghant, I am with  
C.R.T. Phulwari

Rajiv  
Bhai

(Signature)

Jai  
Ji

(R.T. Phulwari)

47. The legal heirs/successors of the Owner will have no right to indulge the Developer into any litigation(s) w.r.t. the meaning, object and consideration of this Agreement, as the Owner have executed this Agreement for the benefits of their legal heirs/successors by which the rights of the Developer may be affected.
  48. In the event of the demise of any of the Owner or his/ her assign(s), the Developer agrees that all rights/ liabilities/ obligations of the respective Owner as set out under this Agreement shall be duly observed and complied with by his/ her legal heir(s)/ successor(s).
  49. 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, adjacent/adjoining land parcels in the said Project and/or booking and sale of Units in the said Project, adjacent/adjoining land parcels in the said Project.
  50. On execution of this Agreement, the Developer shall be entitled to enter upon the said Land, survey the same, prepare the layout and service plans and development scheme for submission to DTCP and/or such other Authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses or any other activity Developer may deem fit. The Developer is free to use the said Land, adjacent or adjoining land parcels together and obtain one single license or multiple Licenses depending upon the planning done by the Developer. Further, the Developer shall construct the boundary wall, marketing and site office and put up its sign boards on the said Land upon the execution of this Agreement.
  51. In case the said Land at any point of time during the subsistence of this Agreement becomes the subject matter of land acquisition proceedings under the Land Acquisition Act, 1894 or Land Acquisition Act, 2013, the Owner shall be liable to devolve the compensation received in this regard to the Developer to the extent of Developer's total expenditures on the said Project; stand till that date.

52. In case the said Land or any part thereof belonging to the Owner, is acquired/requisitioned by the government, HUDA/HSPV<sup>2</sup> or any authority for the purpose of constructing Master Road/Sector Road/Green Belt/public utilities, etc. in that event said Project area will be reduced to the extent of the land so acquired/requisitioned by the government, HUDA/HSPV or any authority and FAR, if any, available against this act shall be part of the project. Owner will not raise any dispute or objection or demand any additional compensation from the Developer if the said Project area is reduced due to said purpose, however any compensation receivable from the authority on above account shall be of the Developer only. That the Owner undertakes to execute all the necessary documents if required, in favor of the Authorities in respect of the said Land.
53. The Owner hereby authorize and permit the Developer to surrender, gift, exchange the said Land for developing roads or for any other purpose with panchayat, government, HUDA/HSPV<sup>2</sup> or any other authorities for the purpose of obtaining license on the said Land. The Owner confirms and represent that they will not raise any dispute/objection regarding said surrender, gift or exchange of said Land and will not entitled for any additional compensation from the Developer.
54. The Owner hereby authorize and permit the Developer to submit various applications, representation and execute all relevant documents, paper for getting the approval from Government/authority/department for constructing the Master Road/Sector Road by own means on the said Land and treating the cost incurred by the Developer in developing/construction of the Master Road/Sector Road as the payment towards pending EDC/IDC for the Project/license or any other Project/license of Haryana
55. This Agreement is not and shall not, however, be deemed to be construed as a agreement to sale, partnership, association of persons, joint venture between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.

Vijender Singh

By (Signature)

Dated

Amritsar

Feesam

Bishal

(RHS Bhawani)

Page 32 of 39

1st Aug 2010  
12/2/2010

Partner

56. 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, manners and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.

57. 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.

58. The Owner shall be fully responsible, liable and bound to execute every such document or deed that may be required for the purposes of transferring the absolute rights, title, interests and control on the said Land in favour of the prospective Buyers, upon the Developer receiving the license in respect of the said Land without any demur or protest and for this purpose the Owner has agreed to execute a registered GPA in favor of Developer. The Owner shall be further responsible, liable and bound to execute personally or through their representative/attorney and register the requisite buyer agreement(s), sale deed(s)/conveyance deed(s) etc. or such other document(s), or instrument(s) in favour of the intending purchaser(s) in respect of the saleable areas in the said Project to be sold to different intending purchaser(s) by the Developer at the cost and expense of the said intending purchaser(s) and shall transfer the perfect title to the said intending purchaser(s) 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 Developer

59. Maintenance, upkeep, repairs, security, landscaping and common service etc. of the Project shall be managed by the Developer or its nominated Maintenance Agency.

جیلگیر

## 卷之三

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Ergonomics

(RT रं फ्लूवियल)

60. The Owner has represented that no dues or taxes of any kind are pending on the said land as on date of signing of this Agreement and in case if it is found outstanding subsequently, the same shall be paid by the Owner and/or if paid by the Developer, the same shall be reimbursed by the Owner to the Developer.
61. The Developer shall bear & pay all taxes, cesses, levies and GST payable in respect of development of said Project. The Developer alone shall be responsible to pay GST on payments received from the customers, from time to time to the authority.
62. 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.
63. In pursuance of the due performance of the obligations and the 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.
64. 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.

Vishal Singh

Phy  
Bhat  
Fater

Murali

(Cencent)

Bishnu

(SRI Phulwati)

65. The Owner, on their behalf, has authorized **Mr. Deep Chand** S/o Sh. Bal Krishan Resident of Kheri Kalan (113), Faridabad 121002 or **Mr. Karan Singh** S/o Sh. Bal Krishan Resident of House No. 1517 Meenbhush Pathi, Kheri Kalan, Faridabad 121002 jointly or severally, to present himself/himselfes before authority/department and to sign and execute all necessary application(s), deeds, documents, correspondences, reconciliation statements, Undertakings, Affidavits, Declarations etc. required for successful completion of the said Project, as and when required by the authority/department/developer, according to the terms of this Agreement, for and on behalf of the Owner.
66. 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.
67. The Owner is fully aware and acknowledge, understand and agree that the logo mark and all intellectual property rights with regards to the name/phrase of the said Project, or any part thereof so decided by the Developer is the sole and exclusive property of Developer and Developer has all the intellectual property rights thereto and the right to any use of the same without any limitation whatsoever and in any manner whatsoever shape or form. Any such limitations by Owner is expressly prohibited and only Developer is entitled to use the same in any manner, for any products and to exploit the same. In the event of any violation of the intellectual property rights of the Developer by the Owner in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.
68. Parties agrees that subject to the requirements and restrictions as per the Applicable Laws, the Developer shall be entitled at its sole discretion to issue or cause to be issued any press release or public statement concerning the said Project and shall be entitled to: (a) erect billboards on the said Property and/or advertise in the newspapers or in any other media calling for response from prospective Customers of the Units in the said Project, (b) advertise and put-up areas/locations as may meet with the requirements of the Developer and (c) advertise electronic and print media for sale and disposal of the Units. The Developer shall issue or cause to issue such advertisements at its own cost and expense.

Murtaza

(Signature)

Rajiv Mehta  
For Sigma Infra

(Signature)

Brijendra

(RTI Phulwari)

For Sigma Infra

Page 01

69. This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a Party not in default will suffer immediate, material, irreparable, continuing and irreparable damage and harm in the event of any material breach of this Agreement, and the remedies at law in respect of such breach will be inadequate, and that such non defaulting party shall be entitled to seek specific performance against the Party in default for performance of its obligations under this Agreement, in addition to any and all other legal or equitable remedies available to it.
70. The Parties hereto agree that if any dispute and /or difference arise between the Parties in respect of Agreement, the same shall be settled through arbitration by the sole arbitrator to be appointed in accordance with provisions of Arbitration and Conciliation Act, 1996, read with its statutory modifications, amendments and re-enactments. It is also agreed between the Parties that the arbitration proceedings shall be in accordance with the 'fast track procedure' laid down under the provisions of the Arbitration and Conciliation Act, 1996, read with its statutory modifications, amendments and re-enactments. 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 Haryana only. Subject to the arbitration agreement between the Parties, the Punjab and Haryana High Court at Chandigarh, and Courts of District at Faridabad alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.

#### 71. Termination

- (a) The Owner recognizes that the Developer has substantial stakes in connection with the development of the Project and the Developer will be incurring expenditure for the development of the Project on the Project Land by obtaining approvals of Project and investing huge amounts for the construction of the Project. The Developer also recognizes that the Owner has substantial stakes in connection with the Project Land upon which the Project is being developed by the Developer and as such, this Agreement shall not be terminated.

Jitender  
Raj  
Raj  
Suresh  
Bishnu  
For Singhania Infra  
(RTI Phulwari) 12/1/2017  
Parine

72. That all costs of stamping, engraving and registration of this Agreement shall be borne by the Developer alone.

**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.

**SIGNED, EXECUTED AND DELIVERED BY OWNER**

Jitender Singh

Robin Narwal

Deep Chand

Karan Singh

Satish Kumar

Smt. Phulwati

(K.I. Phulwati)

Smt. Brishla Devi

Sangeet  
Narwal Through SPA Holder & Father  
Sri. Amar Narwal

**SIGNED, EXECUTED AND DELIVERED BY DEVELOPER**

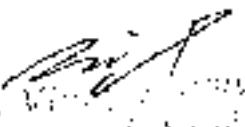
For, M/S SINGHANIA INFRATECH

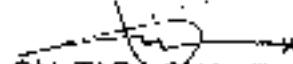
For Singhania InfraTech

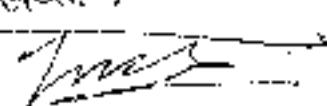
(Shanti Prakash)

(PARTNER)

**WITNESSES:**

1.   
Mr. Virendra Singh

2.   
CH. TARA CHAND  
Advocate  
Distt Court, Faridabad

3.   
Sh. Ravi Singh En. Subhash  
Kher Kalan

Reg. No.

Reg. Year

Book No.

8441

2020-2021

1



प्रधानमंत्री



दरबेदार



मुख्य

प्रधानमंत्री :- Helder singh etc

असल्लुकत पंजीयन अधिकारी  
Helder singh

Brahma

दरबेदार :- ms Singhania mitaloch shanti pankesh

Shanti pankesh mitaloch

मुख्य 1 :- Vinay Revat

(RTI Phulwati)

मुख्य 2 :- Tara chand

Revati

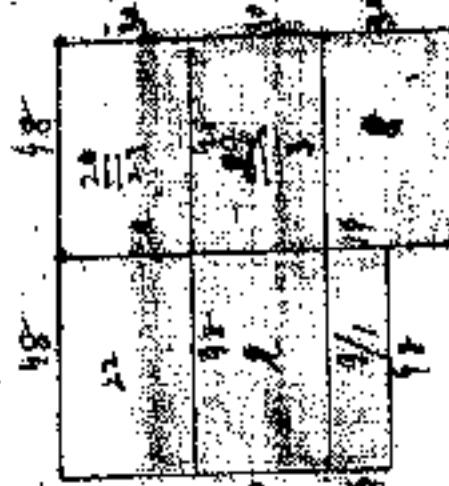
प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रत्येक क्रमांक 8449 आज दिनांक 31-03-2021 को बहो नं : जिलद नं 93 के पुस्तक मं 171 पर किया गया तथा इसकी एक भूति अनिवार्य चड़ी संख्या 1 निस्ट नं 246 के पुष्ट संख्या 16 रो 18 पर लिप्त की गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के परतु गवर्नरी और राजही ने अपना हस्ताक्षर/निश्चय अभृत भेजे हैं।

दिनांक 31-03-2021:

असल्लुकत पंजीयन अधिकारी( फरीदगाद )

~~113 New Projects~~  
113 New Projects  
1953-54



For Singhania Infratech  
Nehru Nagar  
Partner

113 New Projects

113 New Projects  
1953-54

ANNEXURE-A

~~SECRET~~

Sl No.	Category	Sub Category	Product Name	Unit	QTY	Rate	Amount
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## ANNEXURE - A

101

Sl No.	Ward No.	Area / Block	Post / Subpost	Post Box No.	Type / Work Classification
1	1	Ward No. 1	Post Box No. 1	1	General
2	2	Ward No. 2	Post Box No. 2	2	General
3	3	Ward No. 3	Post Box No. 3	3	General
4	4	Ward No. 4	Post Box No. 4	4	General
5	5	Ward No. 5	Post Box No. 5	5	General
6	6	Ward No. 6	Post Box No. 6	6	General
7	7	Ward No. 7	Post Box No. 7	7	General
8	8	Ward No. 8	Post Box No. 8	8	General
9	9	Ward No. 9	Post Box No. 9	9	General
10	10	Ward No. 10	Post Box No. 10	10	General
11	11	Ward No. 11	Post Box No. 11	11	General
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192	192	Ward No. 192	Post Box No. 192	192	General
193	193	Ward No. 193	Post Box No. 193	193	General
194	194	Ward No. 194	Post Box No. 194	194	General
195	195	Ward No. 195	Post Box No. 195	195	General
196	196	Ward No. 196	Post Box No. 196	196	General
197	197	Ward No. 197	Post Box No. 197	197	General
198	198	Ward No. 198	Post Box No. 198	198	General
199	199	Ward No. 199	Post Box No. 199	199	General
200	200	Ward No. 200	Post Box No. 200	200	General
201	201	Ward No. 201	Post Box No. 201	201	General
202	202	Ward No. 202	Post Box No. 202	202	General
203	203	Ward No. 203	Post Box No. 203	203	General
204	204	Ward No. 204	Post Box No. 204	204	General
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206	206	Ward No. 206	Post Box No. 206	206	General
207	207	Ward No. 207	Post Box No. 207	207	General
208	208	Ward No. 208	Post Box No. 208	208	General
209	209	Ward No. 209	Post Box No. 209	209	General
210	210	Ward No. 210	Post Box No. 210	210	General

For Verification Only

~~Dear~~ father mother dear  
~~dear~~

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For Singers, like looks  
- S. A. G. - Post R.

(RTI Pholwadi)

Bates Father Fletcher -

( $\theta_T \in \Theta_{\text{full}}(\omega)$ )

For Singing