

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 03/10/2019

Certificate No. G0C2019J3672

GRN No. 58153629



Stamp Duty Paid : ₹ 3651000  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Ramprastha estates Private limited  
H.No/Floor: 114 Sector/Ward: 44 LandMark: Nil  
City/Village: Gurugram District: Gurugram State: Haryana  
Phone: 0

**Buyer / Second Party Detail**

Name: Signature infrabuild Pvt ltd  
H.No/Floor: 1310 Sector/Ward: 13 LandMark: Dr gopal das bhawan  
City/Village: New delhi District: Delhi State: Delhi  
Phone: 0



Purpose: COLLABORATION AGREEMENT



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

Type of Deed : Collaboration Agreement

Stamp Duty Rs: 3651,100/-

E-Stamp No. and Date - G0C2019J3672 dt. 03-10-2019

E-Stamp No. and Date - G0C2019J3248 dt. 03-10-2019

Registration & Fees Grn. No. - 58156361/50005

Stamp Duty issued by - Online

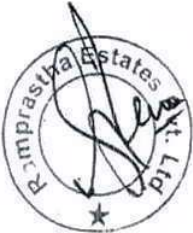
Name of Village - Mevka

**COLLABORATION AGREEMENT**

This **COLLABORATION AGREEMENT** (hereinafter "Agreement") is made and executed at Gurugram on this 4th day of October 2019.

**BY AND BETWEEN**

**M/S RAMPRASTHA ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Plot No 114, Sector 44, Gurugram, through its authorized signatory vide resolution dated 21/08/2019, Shri Saurabh Rana S/o Shri Randhir Singh Rana R/o House No. C-4/4049, Vasant Kunj, New Delhi -110070 (Aadhar No. 366916746503) (hereinafter referred to as the "OWNER", which expression



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For Signature Infrabuild Private Limited

Director / Signatory





shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART.

AND

M/s **Signature Infrabuild Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unit No. 1310, 13<sup>th</sup> Floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001, through its authorized signatory vide board resolution dated 30<sup>th</sup> September, 2019, Shri Devender Aggarwal S/o Late Shri Padam Chand Aggarwal R/o 34, Road No.61, Punjabi Bagh New Delhi 110026 (hereinafter referred to as the "**DEVELOPER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

The Owner and the Developer are hereinafter collectively referred to as the "**Parties**" and, individually, as a "**Party**".

The schedule to the present Agreement and the **Recitals** here-in-under are an integral part of this Agreement.

**AND WHEREAS** the Owners are the absolute and lawfully recorded owner and in physical possession of the Land admeasuring 9.125 acres as per details provided in **Schedule – I** situated in Village Mevka and Wazirpur in Sector 92, Tehsil and District Gurugram ("**Said Land**").

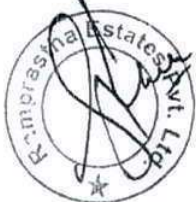
**AND WHEREAS** the Developer along with its associate companies contemplate to develop the said land by developing Residential/ Commercial Project (hereinafter "**Project**") thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the competent authority.

**AND WHEREAS** the Owners are not fully equipped to execute and complete the work of development and construction of the proposed Residential Group Housing Colony or plotted colony and has approached the Developer who is engaged in the development and construction of various types of buildings and is well experienced in the line of business and as such the Owner wish to Collaborate with the Developer in the execution and completion of the said Project on the said land in terms of the license and approvals granted.

**AND WHEREAS** the Owners assure and declare that they are the legal and absolute Owners of the said Land and have full rights to enter into this Collaboration Agreement with the Developer and there is no dispute / family dispute, litigation, charge, mortgage or any third party's interest of any nature whatsoever, disputes, notifications etc. except as disclosed.

**AND WHEREAS** the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owners, has agreed to undertake the development, execution, marketing and completion of the said Project as may be licensed by the competent authority (hereinafter referred to as the "**said Project**") on the said land on the terms and conditions hereinafter appearing here-in-under.

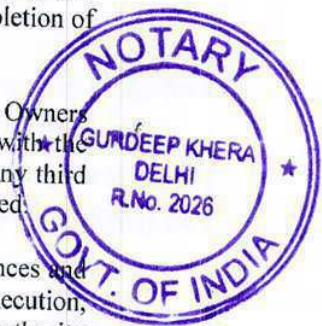
**NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-**



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Director/Authorised Signatory





1. That the subject matter of this Collaboration Agreement between the Owners and the Developer is the land admeasuring 9.125 acres as per details provided in **Schedule – I** situated in Village Mevka and Wazirpur in Sector 92, Tehsil and District Gurugram ("Said Land") to the present Agreement for utilizing the same for Development and construction of the said Project after obtaining all the permissions / License / CLU etc. required from the Competent Authority and getting the plans sanctioned/ approved from the concerned authorities.
2. That it is acknowledged and confirmed by the Parties that the present Agreement is for development of the subject land and does not constitute sale of the land and hence the Owner shall continue to be the Owner of the subject land.
3. That the Owners further declare that notification u/s 4 or 6 of Land Acquisition Act has not been issued/published by the Government land acquisition Department in respect of the said Land.
4. That the Owners have declared and represented to the Developer that there are no disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim and litigations and acquisition, except mortgage/ charge/ encumbrance as disclosed and the Owners shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owners.
5. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owners, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owners or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding (s) claim (s) taxes (s) etc. on the Owners, the Owners shall be liable for the damages, losses, costs and expenses sustained by the Developer and / or intending buyers of whole or part of the built / unbuilt areas, the Owners expressly agree to keep the Developer and the intending buyers harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the Developer or the intending buyer may sustain or incur by reason of any case or cases whatsoever.
6. That if, Owner's title or rights of possession are challenged in any court of law, thereby any claim, demand, tax litigation or any other court order of any nature whatsoever, as stated in preceding clause, then it is a condition of this Agreement that the work of development and / or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding, demands, litigation and/ or courts decree shall only be met and satisfied out of Owner's Entitlement of proceeds thereof.



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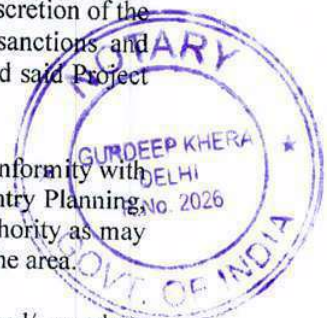
7. That at the desire of the Developer, the Owners shall execute General Power of Attorney (GPA) and/or Special Power of Attorney and / or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for all regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required the Owner have to sign the same to enable the Developer to obtain the necessary license/permission and complete the development of the said Project on the said land. The Owner shall sign the same without raising any objection in any manner whatsoever and within the stipulated period. If, at any stage, any previous Agreement / collaboration / development Agreement executed by the Owners with any third party or any advance taken by the Owner in relation to the said land or any part thereof is noticed and the project is delayed, then the time agreed for development shall be deemed as extended and it shall be sole obligation of the Owner to settle all such claim/claims at their own cost and the Owner do hereby keep the Developer indemnified against all such claims.
8. That the Owners further undertake that they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. except as disclosed and shall not create any obstruction or impediment in the development of the said kind of the 'Development'.
9. That the Developer, relying upon the aforesaid representations, assurances declaration and undertakings given by the Owner, undertakes to develop the said Land, at its own cost and expenses, and with its own resources after procuring/ obtaining the requisite Permissions / Licenses / CLU, sanctions and approvals from all Competent Authorities and thereafter to construct on the said Land, after getting the plans sanctioned / approval from the concerned authorities. The Owner agree in accordance with the terms and conditions herein recorded to place at the complete disposal of the Developer, the said Land, and to irrevocably vest in the Developer all discretion of the Developer for obtaining the requisite Permissions / License / CLU sanctions and approvals for development, construction and completion of the proposed said Project on the said Land.
10. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plan and the rules and by-laws of the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area.
11. That the Developer shall proceed to have suitable design, model and/ or plans prepared for the proposed said Project and get them approved / sanctioned from the Competent Authorities. For this purpose the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/ or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/ Licenses/ CLU, sanctions and approvals for the development and construction on the said Land, the proposed said Project in accordance with the applicable Zonal Plans. However, the Developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Developer desirable or necessary.



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12. That the entire amount required for the cost of 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 thereto shall be wholly to the account of the Developer.
13. That the consideration, to be given by the Developer to the Owner in respect of the rights granted to the Developer under this Agreement, shall be the sharing of revenue to be generated from the sale of units of the Said Project (**Owner's Entitlement**).
14. The Statutory Payments payable to the Government on account of External Development Charges (EDC) and Infrastructure Development Charges (IDC) shall be borne by the parties in following manner-
- In case EDC/IDC is recoverable from the unit buyer it shall be the sole responsibly of the developer to collect and deposit the same to the Authority concerned.
  - In case EDC/IDC is non recoverable from the unit buyer it shall be borne by both the parties in proportion to their revenue sharing as mentioned in clause 20.1 of this agreement.
15. That the Owner covenant with the Developer that Owner shall supply and provide all documentary evidence as may be required to be submitted to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and / or any other Authorities concerned with the matter and further that the Owner shall also sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
16. That the Owner shall render to the Developer all assistant necessary and undertakes to sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including Power of Attorney(s), as the Developer may require in its name for the purpose of submitting applications to the various authorities for requisition of License / CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of units of the said Project building and for all purposes mentioned in the draft of Power of Attorneys approved by parties hereto till the duration and full implementation of this Agreement in all respects.
17. That the Owner shall assist the Developer to defend and otherwise respond to any proceeding(s) that may be initiated by any person(s) in regard to any portion of the said Land which may be instituted at any time hereafter before any Court or other authority and all costs in regard thereto shall be borne by the Owner if such proceeding pertains to the defect in Ownership or title of the Said Land.
18. Simultaneously, on signing of this Collaboration Agreement, the Owner have handed over the actual vacant physical possession of the said Land to the Developer for



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purposes of developing, construction and marketing the said Project agreed to be developed under these presents and to enable the Developer to discharge its part of obligations. It is clarified that on execution of this Agreement, the Developer shall be entitled to enter upon the said Land, survey the same and carryout the work of development, construction and completion of the said Project on the said land and put up their hoarding / sign boards at site to show its presence / interest in the said Land with the legend that the Project to be constructed, wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the Competent Authority and to have site office thereon. The handing over of the possession by the Owner to the Developer is irrevocable and the possession of the said land once delivered/handed over to the Developer for the purpose of the aforementioned project shall not be disturbed or interfered with by the Owner or his/their representative. Notwithstanding anything contained in this Agreement, the possession of the Said Land will be restored to the Owner if the Developer fails to obtain the eligibility confirmation / LC III from DTCP ("**Eligibility Letter**") by August 31, 2020 or such extended period as mutually agreed upon between the parties. To brief, the possession of the Said Land will remain with the Developer till the termination of this Agreement.

19. That this Agreement comprises the right of the Developer to build upon the Said Project in accordance with the terms of this Agreement and to own as property belonging to the Developer and/or to sell, book, dispose-off the built up/ un-built areas of the said project and to retain the sales proceeds thereof for its use, benefit and sole account as also the right to use the common areas and common facilities at the will of and at the sole discretion as may be decided by the Developer, from time to time, subject to the obligation of the Developer to share the revenue with the Owner, ("**Owner's Entitlement**") to be generated from the sale of the units in the proposed said project.

- 20.1 **REVENUE SHARE:** In consideration of the grant/transfer of the Development Rights by the Owners to the Developer, and the Developer undertaking the Project under the terms of this Agreement, it has been agreed between the Owners and the Developer to share the Gross Sales Revenue generated from the Saleable Area in the Project in the manner provided below

OWNER'S ENTITLEMENT	25% in the Gross Sales Revenue (" <b>Owners' Entitlement</b> ") generated from the sale / allotment / lease / transfer / or any other nature of the entire Saleable Area at the Project, and
DEVELOPER'S ENTITLEMENT	75% in the Gross Sales Revenue (" <b>Developer's Entitlement</b> ") generated from the sale / allotment / lease / transfer of the entire Saleable Area at the Project, and

"Gross Sales Revenue" shall mean and include the following in relation to the sale / conveyance / lease / license of the entire Saleable Area at the Project calculated net of taxes as may be fixed / charged by the Developer-

- Basic sale price,
- Preferential location charges,
- Floor rise charges,



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- d) Lease rent/ license fee as may be collected from the prospective lessees / licensees,
- e) Power backup charges,
- f) Interest on delayed payments on actual realisation basis,
- g) Charges collected for allotment / allocation of car parking space;
- h) Forfeiture amount / earnest money,
- i) Transfer fee / charges collected till Completion on actual realisation basis,
- j) Holding charges collected from end customers on actual realisation basis

20.2 It is agreed between the parties once the project is launched the Owner's Entitlement shall be transferred by the Developer to the owner's bank account within 15 days on actual receipt of the Gross Sales Revenue of the project.

21. The Developer is also making the payment of Non refundable Security deposit of Rs. 7,00,00,000/- (Rupees Seven Crores Only). Payment shall be subject to applicable TDS. The said amount is being paid to the Owner by the Developer by way of the following RTGS/NEFT mode details:

S.NO.	UTR No.& BANK	AMOUNT
1.	000177 HDFC Bank Ltd	100,00,000/-
2.	000178 HDFC Bank Ltd	100,00,000/-
3.	000172 HDFC Bank Ltd	100,00,000/-
4.	000173 HDFC Bank Ltd	100,00,000/-
5.	000174 HDFC Bank Ltd	100,00,000/-
6.	000175 HDFC Bank Ltd	100,00,000/-
7.	000176 HDFC Bank Ltd	100,00,000/-

22. The Developer, by virtue of this Agreement shall be entitled to book/allot/sell the flats/commercial component and or enter into Agreement to sell with third parties. The Developer shall execute deeds of conveyances of such saleable area and various units of the said project in such part or parts as shall be required and the Owner shall become party to the conveyance as and when required by the Developer. Further, if required, Developer shall join and confirm such sale by executing all and every transfer document / deed in favour of the Transferees. The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees. The Owner shall execute further GPA in favour of the Developer's or its nominee that Developer shall be fully entitled to book/ allot/ sell/ transfer/dispose off and receive consideration directly in its name for its use. The Owner however, at all times shall co-operate for such purpose and shall execute any further documents to effectively and legally transfer and convey Developer's unsold area in third party's favour, without being entitled to any further money or consideration for that matter.

That as stated above the Developer upon execution of this collaboration Agreement would be making huge expenses to seek the license/ CLU sanctioning of the zoning plan and also the construction of the project. Therefore, the present collaboration Agreement cannot be revoked or cancelled by the Owner in any manner whatsoever. The Owner shall be contractually bound to authorize the Developer for dealing with the Project in any manner whatsoever and for that purpose the Owner shall get either a GPA registered or alternatively, the Owner shall be bound to get the sale deed registered in favour of the Developers and the Owner shall be bound to confirm as a confirming party to the sale of the Saleable Area of the Said Project. The present collaboration Agreement is to specify and state that the Owner bind themselves to execute and get each and every document registered which the Developer may require





to deal with the Saleable Area of the Said Project. Any losses and/or damages suffered by the Developer on account of any default on the part of the Owner would be accounted for against the Owner's Entitlement.

23. The Developer, at its absolute discretion, shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.
24. That the Developer shall commence and complete the construction of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct the said Project in accordance with the sanctioned plans and any modifications thereof as may become necessary during the progress of the work.
25. That based on this Agreement, the Developer shall be investing substantial amount in the project. It is clearly understood and agreed between the parties and thus forms the integral condition of this Agreement that after execution of this Agreement, the Owner / or their nominees or their legal heirs will not revoke, terminate, cancel or back out from this Agreement under any circumstances other than as provided for in the termination events set out in this Agreement. In such eventuality the Developer without prejudice to its other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of the Owner.
26. That the Developer shall be entitled for refund of all fees, Advance and other charges of whatsoever nature deposited by the Developer with various authorities for seeking various approvals etc. for the said Project and the Owner undertake to refund such amount to the Developer within 10 days of the receipt of such refund if such amount is refunded to the Owner.
27. The Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rule and regulation as are in force or introduction from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of safety, resulting in injury or damage to workmen, plant and machinery or third party.
28. The Developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the Developer and Owner shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.
29. The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said Project and/or booking/allotment or sale / Lease of Saleable Area of the Said Project.
30. That the maintenance services of the Complex will always be vested with the Developer and / or an agency appointed by it.



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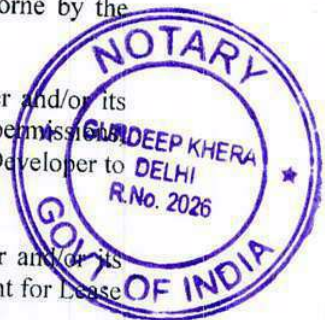


31. That the Owner and the Developer shall be bound to comply with all the terms and conditions of Permissions/ Licenses/ Eligibility Letter/ LOI/Commercial License and Agreement with the Director, Town & Country Planning, Haryana/ Competent Authority/ Concerned Authority in respect of the said Project sought to be developed.

32. **OBLIGATION OF THE OWNER:**

It is agreed by and between the parties that the Owners shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:

- a. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this Agreement at its own cost and expenses.
- b. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- d. To permit the Developer to set up infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel duly authorised by Developer.
- e. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- g. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favour of Prospective buyers / tenants / Licensees.
- h. To execute and sign all necessary documents of transfer of the developed area/built up units including sale deed or Lease Deed in favour of Prospective





buyers / tenants / Licensees for transfer of title of the developed area/built up Units upon completion of the Project.

- i. To defend, compromise & settle, all suits, proceeding and cases jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project.
  - j. Not to enter into any Agreement or arrangement for the development of the said land except the Developers or its nominee(s).
  - k. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNER, the same will be returned by the OWNER to the DEVELOPER within 10 days of the receipt of the same and in the event of any delay beyond this period, the OWNER will pay interest @2% per month on the amount so received.
33. The Parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation 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 the Agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto.
35. The Developer shall be entitled to market Saleable Area in the Project/building/project at their own cost. All costs on marketing, including advertisements, and publicity shall be borne by the Developer. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/ Sale Deed in favour of the buyers and if required by the Developer, the Owner shall become party to such Agreements/deeds.
36. This has been agreed between the parties that brokerage, if incurred, over the booking/ Sale of unit shall be borne in following manner between the Parties.
- (I) In case of sale of **affordable Group Housing units**,  
a) Upto 1% (one percent) of brokerage, both parties will bear the brokerage in their revenue sharing ratio as mentioned above in clause 29.1 of this Agreement; and  
b) any incremental brokerage more than 1% (one) percent, will be solely borne by the Developer  
(II) In case sale of Commercial Complex, both parties will bear the actual brokerage.  
(III) In case sale of DDJYA (Affordable Plotted) both parties will bear the actual brokerage.
37. All necessary documents/Agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including for maintenance of the buildings.
38. All type of rates, cess, tax liabilities or financial obligations with respect to the Project land which might so far have been incurred till the date of signing of this Agreement



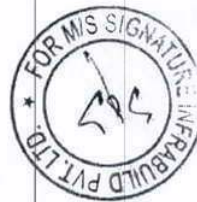


shall be met and discharged by the Owner. The Owner shall keep the Developer fully indemnified against any such liability or financial obligation of the Owner.

39. All taxes, levies such as Service Tax and Works contract tax as may be applicable with regard to construction/development of the project upto the date of issuance of occupation certificate shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets has to be accounted for by the party independently without any liability of each other in this respect.
40. During the period of construction till the date of occupancy of the project, the Developer shall be entitled to keep the building properly insured against fire, war, natural calamities, riots etc. and shall pay the premium for that purpose.
41. The Developer agree that the Developer does not have any right to create mortgage or charge or any sort of encumbrance over the said Land or raise any finance against security of the said Land from any bank/financial institution .
42. That the Owner shall authorize or execute Power of Attorney in favour of Developer for the registration of sale deed in the office of registrar Gurgaon on their behalf and/ or the Owner themselves appear before the registrar at the time of registrations of sale deeds if so desired by the Developer and/or the Owner shall become party to such sale deeds.
43. That no changes, modifications or alterations to this Agreement shall be done without mutual consent of the parties in writing hereto.
44. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
45. That 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 waiver of any provisions or of the right thereafter to enforce each and every provision.
46. That in pursuance of the obligations and parties hereto duly performing and observing all the covenants herein contained this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, legal heirs, executors and liquidator.
47. That this Agreement is not and shall not, however, be deemed to be constructed as partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
48. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to



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the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.

49. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owner shall not have any objection for the same.
50. That this Agreement shall always be subject to the usual force majeure circumstances. Notwithstanding anything to the contrary contained under this Agreement, it is specifically agreed between the Parties that any time taken by any Authority in granting any approvals, consents, plans, sanctions, licences etc. shall be excluded from the computation of any time in the completion of any work to be completed by the Developer and/or the obligations of the Developer under this Agreement.
51. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered between them of their free will.
52. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred Arbitration under the Arbitration and Conciliation Act, 1996 which shall consist of three Arbitrators. The Owner shall appoint one Arbitrator on his behalf and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator. The venue of arbitration shall be Gurgaon. However, 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 or after arbitration proceeding, be stopped, prevented, obstructed or delayed in any manner whatever. All the matters directly or impliedly concerning this Agreement shall be subject to the jurisdiction of Courts at Gurugram only.
53. All communications between the parties shall be sent through registered post at the Addresses of the Parties given below OR against receipt by hand AND a copy of the same must be sent via E-mail.
54. That the Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.
55. That this Collaboration Agreement will be irrevocable and no modification /alteration etc. in terms and conditions can be undertaken except after obtaining prior permission of DTCP, Haryana.



For Signature Infrabuild Private Limited  
Director/Authorised Signatory





**SCHDEULE -A**

The entire land parcel under consideration of this Agreement i.e. 9.125 acres situated in Village Wazirpur, Mevka, Sector-92 Gurugram

Company Name	Village	Rect No	Killa No.	Area				Share	Net acre
				K	M	Acres			
Ramprastha Estates Pvt. Ltd.	Mevka	3	17	8	2	1.013	1	1	1.013
Ramprastha Estates Pvt. Ltd.	Mevka	3	18/2/1	3	13	0.456	1	1	0.456
Ramprastha Estates Pvt. Ltd.	Mevka	3	23/2	8	0	1.00	1	1	1.00
Ramprastha Estates Pvt. Ltd.	Mevka	3	24	8	0	1.00	1	1	1.00
Ramprastha Estates Pvt. Ltd.	Mevka	6	11	8	0	1.00	1	1	1.00
Ramprastha Estates Pvt. Ltd.	Mevka	7	3	7	11	0.944	1	1	0.944
Ramprastha Estates Pvt. Ltd.	Mevka	7	4	6	11	0.819	1	1	0.819
Ramprastha Estates Pvt. Ltd.	Mevka	7	7	8	0	1.00	1	1	1.00
Ramprastha Estates Pvt. Ltd.	Mevka	7	8/1	4	0	0.500	1	1	0.500
Ramprastha Estates Pvt. Ltd.	Mevka	7	8/3	2	0	0.250	1	1	0.250
Ramprastha Estates Pvt. Ltd.	Mevka	7	15	7	8	0.925	1	1	0.925
Ramprastha Estates Pvt. Ltd.	Wazirpur	90	7/2	1	15	0.219	1	1	0.219
									9.125

Mutation no. 1731-3080








For Signature Infrabuild Private Limited  
 Direct Signature





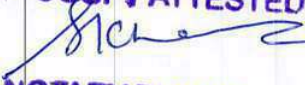
IN THE WITNESSES WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THESE PRESENT ON THE DAY, MONTH AND YEAR WRITTEN BELOW IN THE PRESENCE OF THE FOLLOWING WITNESSES.

<p>Signed &amp; Delivered by the within named <b>OWNER:</b> For M/s Ramprastha Estates Pvt. Ltd. ..... Authorised signatory</p> 	<p>Witness  GYAN CHAND JOLANIA ADVOCATE DISTT. COURTS GURUGRAM</p>
<p>Signed &amp; Delivered by the within named <b>DEVELOPER:</b> For Signature Infrabuild Pvt. Ltd. ..... Authorised Signatory</p> 	<p>Witness  SHIV KUMAR SINGH Advocate Distt Courts, Gurugram</p>

Drafted By   
GYAN CHAND JOLANIA  
Advocate  
Distt. Courts, Gurugram



For Signature Infrabuild Private Limited  
Director/Authorised Signatory

PHOTOCOPY ATTESTED  
  
NOTARY PUBLIC

112 DEC 2019