

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 31/08/2022

Certificate No. S0312022H14

GRN No. 93942984



Stamp Duty Paid : ₹ 967600

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ms frontera Projects private Ltd
H.No/Floor : Na Sector/Ward : Na LandMark : Rewari
City/Village : Rewari District : Rewari State : Haryana
Phone: 94*****67



3845

02/09/2022

Buyer / Second Party Detail

Name : Galaxy realcon Pvt Ltd
H.No/Floor : Na Sector/Ward : Na LandMark : Pitampura
City/Village: Delhi District : Delhi State : Delhi
Phone : 94*****67

Purpose : non judicial stamp paper for collabration 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>

- | | | |
|-----------------------|---|--------------------------|
| 1. Type of Deed | : | COLLABORATION AGREEMENT |
| 2. Village/City Name | : | Bambar, Rewari, Haryana |
| 3. Unit Land | : | 72 Kanal 08 Marla |
| 4. Transaction Value | : | 4,83,79,000/- |
| 5. Stamp Duty | : | 9,67,600/- |
| 6. E-Stamp No. & Date | : | S0312022H14 / 31-08-2022 |

This COLLABORATION AGREEMENT (hereinafter "Agreement") is made and executed at Rewari on this 02.09.2022.

BETWEEN

M/s Frontera Projects Private Limited (CIN: U70109HR2021PTC100127) a company incorporated under the Companies Act, 2013 and having its registered office at 62, Rao Tula Ram Stadium Market , Near Abhay Singh Chowk, Rewari, Haryana -(hereinafter referred to as "Developer" represented through its Authorized signatory Mr. Dheeraj Jain S/o Tek Chand Jain by board resolution dated 23/08/2022 (hereinafter referred to as "Owner(s)" which expression shall, unless repugnant to the context thereof, be deemed to include their heirs, attorneys, successors, and permitted assigns); All above being the party of the FIRST PART.

For Frontera Projects Pvt. Ltd.

Director

For GALAXY REALCON PVT. LTD. 1

Authorized Signatory

प्रलेख न:3845

दिनांक:02-09-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील रिवाडी

गांव/शहर बांम्बडू

धन संबंधी विवरण

राशि 48379000 रुपये

स्टाम्प ड्यूटी की राशि 967580 रुपये

स्टाम्प नं : S0312022H14

स्टाम्प की राशि 967600 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:93953290

पेस्टिंग शुल्क 0 रुपये

Drafted By: VA

Service Charge:0

यह प्रलेख आज दिनांक 02-09-2022 दिन शुक्रवार समय 11:45:00 AM बजे श्री/श्रीमती /कुमारी
MS FRONTERA PROJECTS PVT LTD thru DHEERAJ JAIN OTHER निवास REWARI द्वारा पंजीकरण हेतु प्रस्तुत किया
गया ।



उप/संयुक्त पंजीयन अधिकारी (रिवाडी)

Sub Registrar
Rewari

हस्ताक्षर प्रस्तुतकर्ता
MS FRONTERA PROJECTS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS GALAXY REALCON PVT LTD thru SHRI NATH JHAOTHER हाजिर है ।
प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NEERAJ KUMAR ADV. पिता —
निवासी REWARI व श्री/श्रीमती /कुमारी MANISH KUMAR AGGARWAL पिता GAURI SHANKAR
निवासी REWARI ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी (रिवाडी)

Sub Registrar
Rewari

AND

M/S Galaxy Realcon Pvt. Ltd. (CIN : U45400DL2007PTC165291) a company incorporated under the Companies Act, 1956 and having its registered office at NDM-2, C-807, NetajiSubhash Place ,Pitampura, Delhi-110034 (hereinafter referred to as "Developer" represented through its Authorized signatory Mr. Shri Nath Jha S/o PitamwarJha by board resolution dated 23/08/2022 which expression shall, unless, repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the **SECOND PART**.

The "Developer/Second Part" and the "Owner/First Part" shall hereinafter be individually referred to as the "Party" and collectively as "Parties".


The Annexures to the present agreement and the Recitals hereinunder are an integral part of this Agreement.

WHEREAS the Owner M/s Frontera Projects Private Limited (CIN U70109HR2021PTC100127) owned 72 Kanal 8 Marla Land situated in the Revenue Estate of Village Bambar falling in sector-33, Tehsil & Distt. Rewari. The revenue record (Mutation No. 204 dated 14-03-2022, Mutation No. 207 dated 11-05-2022 and Mutation No.215 dated 30-08-2022) Jamabandi for the year 2017-18 and AksSajra and schedule of the land provided by the land owner is attached as Annexure-A) hereinafter referred to as the "Said land".

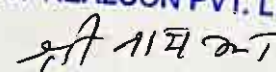
AND WHEREAS, the Developer contemplates to develop the above said land by developing an "Affordable Residential Plotted Colony" under Deen Dayal Jan AwasYojana - 2016 (DDJAY-2016) (hereinafter referred as the "Project") thereon after obtaining the requisite license from the concerned authorities and getting the approved layout from the competent authority. However, if due to any circumstances like density for setting up of Deen Dayal Jan Awas Yojana not being available, the Developer is free to choose other government scheme(s) with mutual consent of Owner.

AND WHEREAS the Owner/First Part are not fully equipped to execute and complete the work of development and construction of the proposed project and have approached the Developer/Second Part who is engaged in the development and constructions of residential plotted colony /township and is well-experienced in the, line of business and as such the

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD. 2


Authorized Signatory

Reg. No.

Reg. Year

Book No.

3845

2022-2023

1



पेशकर्ता



दावेदार



गवाह



उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru DHEERAJ JAINOTHER MS FRONTERA PROJECTS PVT LTD _____

दावेदार :- thru SHRI NATH JHAOTHERMS GALAXY REALCON PVT LTD _____

गवाह 1 :- NEERAJ KUMAR ADV. Neeraj

गवाह 2 :- MANISH KUMAR AGGARWAL Manish

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3845 आज दिनांक 02-09-2022 को बही नं 1 जिल्द नं 652 के पृष्ठ नं 115 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 9493 के पृष्ठ संख्या 57 से 72 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 02-09-2022

उप/सयुंक्त पंजीयन अधिकारी(रिवाडी)

Sub Registrar
Rohatki

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 Owner/First Part assure and declare that they are the legal and absolute owner of the Said Land and have full rights to enter into this collaboration agreement with the Developer/Second Part and there is no dispute/family dispute, litigation, charge, mortgage or any third party's interest created of any nature.

AND WHEREAS the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owner, 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 herein under.

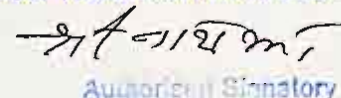
NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:

1. That the subject matter of this Collaboration Agreement between the Owner and the Developer regarding the total land admeasuring **72 Kanal 8 Marla (9.05 Acres)** as per Annexure-A to the present Agreement for utilizing the same for Development of an **Affordable Residential Plotted Colony Project**.
2. The Developer M/s Galaxy Realcon Pvt. Ltd. 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, Chandigarh whichever is earlier.
3. 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.
4. That the Owner has 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

For Frontera Projects Pvt. Ltd.


Director

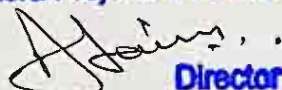
For GALAXY REALCON PVT. LTD. 3


Authorized Signatory

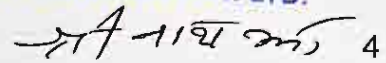
,litigations and the Owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner. The Owner shall not create any obstruction or impediment in the development of the said project.

5. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc. on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Developer and/or intending buyers of whole or part of the Plotted land/built-up/unbuilt-up areas of the Developer share, the Owner expressly agrees to keep the Developer and the intending buyers of whole or part of the Developer's share of the Plotted land/built-up/un-built-up areas 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. In case the Owner's share is constructed, such losses, damages shall be first adjusted/recovered from the Owner's share of the area of project and/or proceeds thereof under this Agreement.
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 developer ,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 share of the area of project and/or proceeds thereof.

For Frontera Projects Pvt. Ltd.

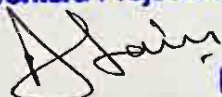

Director

For GALAXY REALCON PVT. LTD.

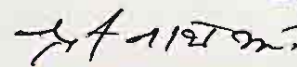
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Authorized Signatory

7. That at the desire of the Developer, the Owner shall execute irrevocable General Power of Attorney (GPA) and/or Special Power of Attorney (SPA) and/or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for regulatory approvals, licenses, sanctions, and no objections for development of the said land is required and to development / constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required, the Owner must 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 Owner 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, 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 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/License/CLU, sanctions, and approvals from all Competent Authorities and thereafter to develop the said land, after getting the 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.
9. That the approved layout plan for the said Project shall be in accordance and in conformity with the Zoning Plan and the rules and by-laws of the Director General, Town & Country Planning, Haryana, or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area.

For Frontera Projects Pvt. Ltd.



Director

For GALAXY REALCON PVT. LTD. 5

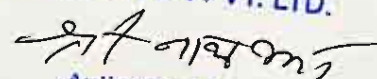

Authorised Signatory

10. That the Developer shall proceed to have suitable layout plan 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(s) or Consultant(s) at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director General, Town and Country Planning, Haryana, or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/License/CLU, sanctions and approvals for the development on the said Land, the proposed said Project in accordance with the applicable Zoning Plans. However, the Developer shall be entitled to make or agree to such variations in the layout plan as may be required or considered by the Developer desirable or necessary.
11. That the entire amount required for the cost of development 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.
12. The Statutory Payments payable to the Government on Account of External Development Charges (EDC) shall be borne by the Developer and Bank Guarantees towards External Development Charges (EDC) and Infrastructure Development works (IDW), if any demanded by the Competent Authority shall be furnished by the Developer. However the developer may mortgage the land area pertaining to developer allocation only in lieu of bank guarantees on account of EDC and IDW.
13. That the Owner shall, render to the Developer all necessary assistance and undertakes to sign all applications, representations, petitions, indemnities, affidavits, letters ,plans and all such other documents including Power of Attorney(s), as the Developer may require in its name or its nominee 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 Developer's Allocation in the said Project and for

For Frontiera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.


Authorised Signatory

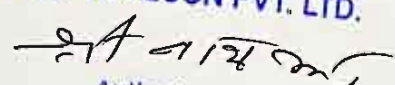
all purposes mentioned in the draft of Power of Attorneys approved by parties hereto till the duration and full implementation of this Agreement in all respects.

14. 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 respect 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 this regard shall be borne by the Owner if such proceeding pertains to the defect in Ownership or title of the Said Land.
15. Simultaneously, on signing of this Collaboration Agreement, the Owner has handed over the actual vacant physical possession of the said Land to the Developer for 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 is to be developed and constructed, wherein the public is free to book the plots in conformity with the lay out plans approved by the Competent Authority only after obtaining the CC (Completion Certificate) for the project and to have site office thereon for day to day work of the project . 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 development of land 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/Letter of Intent (LOI) from DGTCP ("Eligibility Letter") within twelve (12) months from the date of this agreement and complete all the development work and obtain the Completion Certificate with in eighteen (18) months from the date of issuance of license.
16. That the Owner in consideration of providing the said land and part of the deliveries/obligations under this Agreement and Developer develop the Said Project

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.


Authorised Signatory

under this Agreement, the parties have agreed to divide the total saleable area whether residential or commercial in the following manner:

OWNER'S ALLOCATION	Fully developed 68% of total saleable area in residential and commercial respectively)
DEVELOPER'S ALLOCATION	Balance of developed saleable area (residential+ commercial respectively) i.e. 32% .

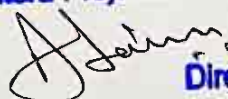
Further that if any area remains saleable after the above said allocation then the proceeds of that area shall be allocated between both the parties as per above said allocation.

It is however further made clear that the Owner contributed the said Land to this collaboration in consideration of 68% Allocation in the all types of saleable area. The Owner's allocation shall be deemed as fully paid except registration fee, stamp duty, legal fee or any other applicable tax payable at the time of execution of the conveyance deed(s).

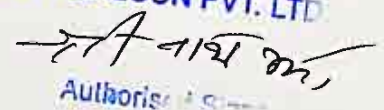
It is however further made clear that if any additional adjacent land procurement is made by the Owner or Developer or parties then the allocation of saleable area to the Owner shall be as under:

Situation-1	When entire land investment is made by Owner itself	68% saleable area of Residential and Commercial respectively
Situation-2	When investment in land is made by both the parties. But owner's investment in land shall not be more than 50% of the additional land cost.	68% saleable area of Residential and Commercial respectively according to the ratio of investment in land cost

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD 8


Authorised Person

It is however further made clear that none of the parties of this agreement whether owner or developer shall not take advances or booked the plots to prospective buyers before getting the **Completion Certificate(CC)** from the office of Director Town & Country Planning, Haryana, Chandigarh. But after obtaining the completion certificate of the project then the owner of land shall be at liberty to sell the plots of their share or carry out construction of floors & before starting construction; obtain necessary approval of building plans from competent authorities.

Besides that, Developer is also making the interest free refundable security deposit of Rs.20,00,000/- (Rupees Twenty Lakh only) per acre by way of Cheque/RTGS .The detail for the same are as under:

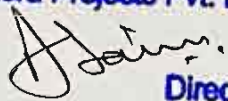
Sr. No.	In favour of	Bank	Dated	Cheque/UTR No.	Amount(Rs.)
1	FRONTERA PROJECTS PVT. LTD.	RTGS	20/08/2022	PUNBR520220820155871561	1,00,00,000/-
2	-DO-	RTGS	21/08/2022	PUNBR52022082115617054	75,00,000/-
3	-DO-	RTGS	22/08/2022	PUNBR52022082215635681 (Part Payment)	6,00,000/-

If additional adjacent land is procured by the Owner then the interest free refundable security shall be payable by the Developer to Owner as per their land share.

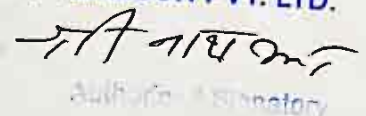
17. That the Developer shall commence and complete the development of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to develop the said Project in accordance with the approved layout plan .

18. 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. In such eventuality the Developer

For Frontera Projects Pvt. Ltd.


Director

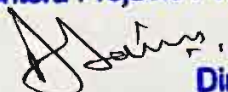
For GALAXY REALCON PVT. LTD. 9


Director

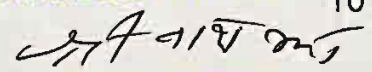
without prejudice to its other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of the Owner.

19. 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.
20. 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.
21. 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.
22. The Owner shall join hands, if necessary, in executing the documents in favour of such prospective allottees of Developer's allocation and all receipts shall be issued for and on behalf of the Owner for Owner's allocation and the Developer conclusively thereby binding both the parties for the transaction. However, it is made clear that the financial liabilities will be of the party who receive any amount in respect to their area allocation.
23. That the maintenance services of the project will always be vested with the Developer and/or an agency appointed by it and the Owner shall be liable to comply with all the terms and conditions of the Maintenance Agreement with the Developer and/or its appointed agency. The Owner shall pay the prevailing maintenance charges for the unsold/self-occupied areas of their allocation. After the occupation, the Buyers / lessees upon occupying their areas shall pay the prevailing maintenance charges including the deposits. The liability to pay the Maintenance Charges shall accrue from

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.


Authorized Signatory

the date of deemed possession, i.e., the date when the Developer give notice of possession.

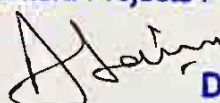
24. That the Owner and the Developer shall be bound to comply with all the terms and conditions of Permissions/Licenses/Eligibility Letter/LOI/Commercial License and Agreement with the Director General, Town & Country Planning, Haryana, Chandigarh/Competent Authority/Concerned Authority and the terms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

25. OBLIGATION OF THE OWNER:

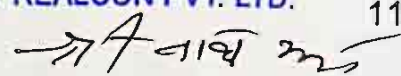
It is agreed by and between the parties that the Owner shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:

- 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 to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions/approval and sanctions jointly with the Developer from the Government and or other authorities including the approval of layout plan, 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 / consultants, 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

For Frontera Projects Pvt. Ltd.


Director

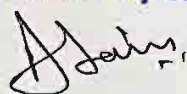
For GALAXY REALCON PVT. LTD.


Authorized Signatory

any responsibility or liability of any nature whatsoever, pecuniary, or otherwise and its total cost or expenses would be borne by the Developer.

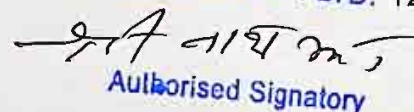
- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
 - g. To execute and sign irrevocable Power of Attorney in favour of Developer and/or its agents to enable the Developer to sign Agreement for sale/Agreement for. Lease in favour of Prospective buyers/tenants/Licensees for Developer's share of developed area only after obtaining the completion certificate of the project.
 - h. To defend, compromise & settle, all suits, proceeding and cases related to land jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owner. In that case all the expenses will be borne exclusively by Owner itself.
 - i. Not to enter into any Agreement or arrangement for the development of the said land except the Developer or its nominee(s).
 - j. In case of any amount/fees deposited with the Government/any other authority is refunded to the owners, 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 @ 18% p.a. on the amount so received.
26. The Owner will give an Irrevocable Special/General Power of Attorney to the Developer, authorising the Developer to initiate any litigation against the third party/Government, to appear before any Tribunal or any other Authority to obtain the license/permission to develop the Said Land and to mortgage the land area pertains to developer allocation in lieu of BG's for IDW or EDC if any at the time of grant of LOI (Letter of Intent) or thereafter.
27. 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.

For Frontera Projects Pvt. Ltd.



Director

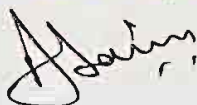
For GALAXY REALCON PVT. LTD. 12



Authorised Signatory

28. The Owner as well as the Developer shall be entitled to market their respective allocated areas in the Project/building at their own cost after obtaining C/C (Completion Certificate) of the said project only. 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.
29. 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 developed plotted land/ buildings.
30. All the common areas and facilities of the project shall be maintained by the Developer and/or their Nominee/Maintenance Agency. All the buyers, including those of the Owner's allocated areas shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges, replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers. The Owner shall also pay such charges accordingly in respect of their respective areas, if not sold or remaining unsold.
31. All type of rates, cess, tax liabilities or financial obligations with respect to the land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owner. After taking over the possession of the respective allocated area all taxes, charges, levies or any outflows in respect to the land area shall be shared between the parties in proportion to the sharing of areas between them. But it is clear that any rates, cess, tax liabilities or financial obligations pertains to Owner's Land related to period before execution of this agreement, arise after taking over the possession of said land for development then all such liabilities shall be borne exclusively by the land Owner only.
32. All taxes, levies such as Goods and Service Tax and Works contract tax as may be applicable regarding construction/development of the project up to the date of issuance of occupation certificate /completion certificate shall be borne and paid by

For Frontera Projects Pvt. Ltd.



Director

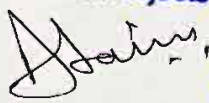
For GALAXY REALCON PVT. LTD. 13

Authorised Signatory

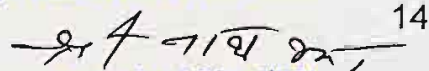
the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets must be accounted for by the party independently without any liability of each other in this respect. The Goods and Service Tax, if applicable, over the Owner share of the area shall be paid and borne by the Owner alone.

33. That the Owner shall authorize or execute irrevocable Power of Attorney in favour of Developer for the registration of sale deed in the office of Registrar Rewari on their behalf for the area under Developer allocation 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.
34. 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.
35. That the failure of either party to enforce at any time, or for any period the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each & every provision.
36. 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, assignees, executors, and liquidator.
37. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
38. 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

For Frontera Projects Pvt. Ltd.


Director

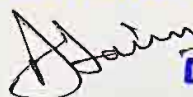
For GALAXY REALCON PVT. LTD.


Authorized Signatory

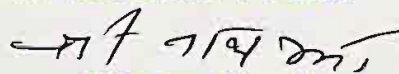
or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.

39. 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 and parties shall take the booking advances from the prospective buyers after obtaining the Completion Certificate of the project only.
40. That if any of the parties hereto breach the condition of book/sale the plot(s) or take the advances only after obtaining the Completion Certificate, then if any legal complications/obligation/liabilities arises, in that case the party who breach the said condition will indemnify the other party in all respect.
41. 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.
42. 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 their 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 Rewari. 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 Rewari only.
43. That any modification/alteration etc. in terms and conditions of this agreement can be undertaken with the mutual consent of parties in writing hereto.

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.

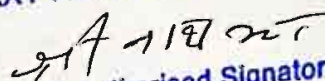

Authorized Signatory 15

44. All communications between the parties shall be sent through registered post at the Addresses of the Parties or against receipt by hand.

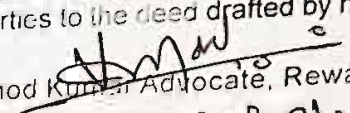
45. That one copy belonging to the Developer shall be got registered with the concerned registrar and the Owner shall remain present for such execution before the registrar on the time and date fixed by the Developer.

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.

SIGNED AND DELIVERED BY WITH NAMED DEVELOPER
For GALAXY REALCON PVT. LTD.


Authorized Signatory

The above said instruments is drafted as per instruction of the Parties to the deed drafted by me


Vinod Kumar Advocate, Rewari

02/09/2022

SIGNED AND DELIVERED BY WITHIN NAMED OWNERS

For Frontera Projects Pvt. Ltd.


Director

WITNESSES:

1. NEERAJ KUMAR ADVOCATE
DISTRICT COURTS, REWARI



2. MANISH KR. AGGARWAL
S/O GAURI SHANKAR
R/O SECTOR-3, REWARI HARYANA



(ANNEXURE-A)
SCHEDULE OF LAND UNDER COLLABORATION

VILLAGE	RECTANGLE No.	KILA No.	AREA (Kanal-Marla)
Village Bambar (Hadbast No.182) Tehsil & District Rewari	24//	7/2/2/2	0-11
	24//	14/1/1	1-0
	24//	17/2	1-0
	24//	24/1	1-0
	28//	4/1	0-9
	25//	16/1	4-0
	25//	16/2	4-0
	25//	25	7-0
	28//	2	2-9
	24//	8/2/2/1	0-5
	24//	13/2	0-8
	24//	18/1	7-16
	24//	22	8-0
	24//	23	8-0
	28//	3	2-18
	24//	19/2	7-16
	24//	20/2	7-16
	24//	21	8-0
TOTAL			72 KANAL-8 MARLA

Total area in acres 9.05 acres.

For Frontera Projects Pvt. Ltd.

[Signature]
Director

For GALAXY REALCON PVT. LTD.

[Signature]
Authorised Signatory

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date 31/08/2022

Certificate No. S0312022H18

GRN No. 93943514



Stamp Duty Paid ₹ 171950

Penalty ₹ 0

Rs. Zero Only

Seller / First Party Detail

Name Ms frontera Private Ltd

H No/Floor Na

Sector/Ward Na

LandMark : Rewari

City/Village Rewari

District : Rewari

State Haryana

Phone 94*****67



3844

02/09/2022

Buyer / Second Party Detail

Name Galaxy realcon Pvt Ltd

H No/Floor Na

Sector/Ward Na

LandMark : Pitampura

City/Village Delhi

District : Delhi

State : Delhi

Phone 94*****67

Purpose : non judicial stamp paper for 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>

- | | | |
|-----------------------|---|---------------------------|
| 1. Type of Deed | : | COLLABORATION AGREEMENT |
| 2. Village/City Name | : | Sangwari, Rewari, Haryana |
| 3. Unit Land | : | 13 Kanal 02 Marla |
| 4. Transaction Value | : | 85,97,000/- |
| 5. Stamp Duty | : | 1,71,940/- |
| 6. E-Stamp No. & Date | : | S0312022H18 / 31-08-2022 |

This COLLABORATION AGREEMENT (hereinafter "Agreement") is made and executed at Rewari on this 31st day of August, 2022

BETWEEN

M/s Frontera Projects Private Limited (CIN: U70109HR2021PTC100127) a company incorporated under the Companies Act, 2013 and having its registered office at 62, Rao Tula Ram Stadium Market , Near Abhay Singh Chowk, Rewari, Haryana -(hereinafter referred to as "Developer" represented through its Authorized signatory Mr. Dheeraj Jain S/o Tek Chand Jain by board resolution dated 23/08/2022 (hereinafter referred to as "Owner(s)"))

For Frontera Projects Pvt. Ltd.

Director

FOR GALAXY REALCON PVT. LTD.

Authorized Signatory

प्रलेख न:3844

दिनांक:02-09-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील रिवाडी

गांव/शहर संगवाडी

धन संबंधी विवरण

राशि 8597000 रुपये

स्टाम्प ड्यूटी की राशि 171940 रुपये

स्टाम्प नं : S0312022H18

स्टाम्प की राशि 171950 रुपये

रजिस्ट्रेशन फीस की राशि 45000
रुपये

EChallan:93953517

पेस्टिंग शुल्क 0 रुपये

Drafted By: VA

Service Charge:0

यह प्रलेख आज दिनांक 02-09-2022 दिन शुक्रवार समय 11:44:00 AM बजे श्री/श्रीमती /कुमारी
MS FRONTERA PROJECTS PVT LTD thru DHEERAJ JAIN OTHER निवास REWARI द्वारा पंजीकरण हेतु प्रस्तुत किया
गया ।



उप/संयुक्त पंजीयन अधिकारी (रिवाडी)

Sub Registrar

हस्ताक्षर प्रस्तुतकर्ता
MS FRONTERA PROJECTS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS GALAXY REALCON PVT LTD thru SHRI NATH JHAOTHER हाजिर है ।

प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NEERAJ KUMAR ADV. पिता —

निवासी REWARI व श्री/श्रीमती /कुमारी MANISH KUMAR AGGARWAL पिता GAURI SHANKAR

निवासी REWARI ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी (रिवाडी)

Sub Registrar

which expression shall, unless repugnant to the context thereof, be deemed to include their heirs, attorneys, successors, and permitted assigns); All above being the party of the **FIRST PART.**

AND

M/S Galaxy Realcon Pvt. Ltd. (CIN : U45400DL2007PTC165291) a company incorporated under the Companies Act, 1956 and having its registered office at NDM-2, C-807, NetajiSubhash Place ,Pitampura, Delhi-110034 (hereinafter referred to as "Developer" represented through its Authorized signatory **Mr. Shri Nath Jha S/o Pitamwar Jha** by board resolution dated **24/08/2022** which expression shall, unless, repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the **SECOND PART.**

The "Developer/Second Part" and the "Owner/First Part" shall hereinafter be individually referred to as the "Party" and collectively as "Parties".

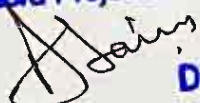
The Annexures to the present agreement and the Recitals hereinunder are an integral part of this Agreement.

WHEREAS the Owner **M/s Frontera Projects Private Limited (CIN U70109HR2021PTC100127)** owned 13 Kanal 2 Marla Land situated in the Revenue Estate of Village Sangwari falling in sector-33, Tehsil & Distt. Rewari. The revenue record (Mutation No. 1258 dated 07/04/2022) Jamabandi for the year 2019-20 and AksSajra and schedule of the land provided by the land owner is attached as **Annexure-A)** hereinafter referred to as the "Said land".

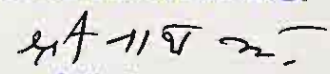
AND WHEREAS, the Developer contemplates to develop the above said land by developing an "Affordable Residential Plotted Colony" under **Deen Dayal Jan Awas Yojana - 2016 (DDJAY-2016)** (hereinafter referred as the "Project") thereon after obtaining the requisite license from the concerned authorities and getting the approved layout from the competent authority. However, if due to any circumstances like density for setting up of Deen Dayal Jan AwasYojana not being available, the Developer is free to choose other government scheme(s) with mutual consent of Owner.

AND WHEREAS the Owner/First Part are not fully equipped to execute and complete the work of development and construction of the proposed project and have approached the

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD. 2


Authorized Signatory

Reg. No.

Reg. Year

Book No.

3844

2022-2023

1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru DHEERAJ JAINOTHER MS FRONTERA PROJECTS PVT LTD _____

दावेदार :- thru SHRI NATH JHAOTHERMS GALAXY REALCON PVT LTD _____

गवाह 1 :- NEERAJ KUMAR ADV. _____ *Adv.*

गवाह 2 :- MANISH KUMAR AGGARWAL _____ *Manish*

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3844 आज दिनांक 02-09-2022 को बही नं 1 जिल्द नं 652 के पृष्ठ नं 114.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 9493 के पृष्ठ संख्या 40 से 56 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 02-09-2022

उप/सयुंक्त पंजीयन अधिकारी(रिवाडी)



Developer/Second Part who is engaged in the development and constructions of residential plotted colony /township 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.

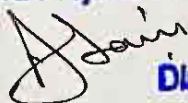
AND WHEREAS the Owner/First Part assure and declare that they are the legal and absolute owner of the Said Land and have full rights to enter into this collaboration agreement with the Developer/Second Part and there is no dispute/family dispute, litigation, charge, mortgage or any third party's interest created of any nature.

AND WHEREAS the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owner, 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 herein under.

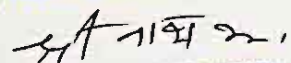
NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:

1. That the subject matter of this Collaboration Agreement between the Owner and the Developer regarding the total land admeasuring **13 Kanal 2 Marla (1.6375 Acres)** as per Annexure-A to the present Agreement for utilizing the same for Development of an **Affordable Residential Plotted Colony Project**.
2. The Developer M/s Galaxy Realcon Pvt. Ltd. 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, Chandigarh whichever is earlier.
3. 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.
4. That the Owner has declared and represented to the Developer that there are no disputes or any other encumbrance of any kind whatsoever relating to the said land

For Frontera Projects Pvt. Ltd.


Director

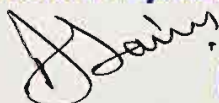
For GALAXY REALCON PVT. LTD.


Authorized Signatory

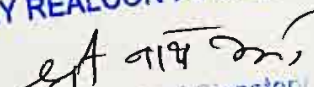
and the said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim, litigations and the Owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner. The Owner shall not create any obstruction or impediment in the development of the said project.

5. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc. on the Owner, the Owner shall be liable for the damages, losses, costs and expenses sustained by the Developer and/or intending buyers of whole or part of the Plotted land/built-up/unbuilt-up areas of the Developer share, the Owner expressly agrees to keep the Developer and the intending buyers of whole or part of the Developer's share of the Plotted land/built-up/un-built-up areas 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. In case the Owner's share is constructed, such losses, damages shall be first adjusted/recovered from the Owner's share of the area of project and/or proceeds thereof under this Agreement.
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 developer, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding, demands, litigation and/or courts decree shall

For Frontera Projects Pvt. Ltd.


Director

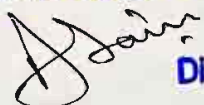
For GALAXY REALCON PVT. LTD.


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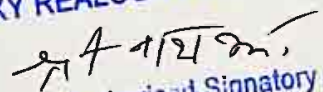
only be met and satisfied out of Owner's share of the area of project and/or proceeds thereof.

7. That at the desire of the Developer, the Owner shall execute irrevocable General Power of Attorney (GPA) and/or Special Power of Attorney (SPA) and/or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for regulatory approvals, licenses, sanctions, and no objections for development of the said land is required and to development / constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required, the Owner must 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 Owner 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, 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 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/License/CLU, sanctions, and approvals from all Competent Authorities and thereafter to develop the said land, after getting the 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.

For Frontera Projects Pvt. Ltd.

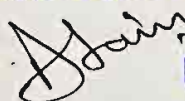

Director

For GALAXY REALCON PVT. LTD.

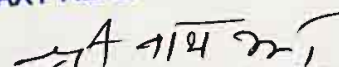

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9. That the approved layout plan for the said Project shall be in accordance and in conformity with the Zoning Plan and the rules and by-laws of the Director General, Town & Country Planning, Haryana, or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area.
10. That the Developer shall proceed to have suitable layout plan 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(s) or Consultant(s) at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director General, Town and Country Planning, Haryana, or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/License/CLU, sanctions and approvals for the development on the said Land, the proposed said Project in accordance with the applicable Zoning Plans. However, the Developer shall be entitled to make or agree to such variations in the layout plan as may be required or considered by the Developer desirable or necessary.
11. That the entire amount required for the cost of development 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.
12. The Statutory Payments payable to the Government on Account of External Development Charges (EDC) shall be borne by the Developer and Bank Guarantees towards External Development Charges (EDC) and Infrastructure Development works (IDW), if any demanded by the Competent Authority shall be furnished by the Developer. However the developer may mortgage the land area pertaining to developer allocation only in lieu of bank guarantees on account of EDC and IDW.
13. That the Owner shall, render to the Developer all necessary assistance and undertakes to sign all applications, representations, petitions, indemnities, affidavits, letters ,plans and all such other documents including Power of Attorney(s), as the Developer may require in its name or its nominee for the purpose of submitting

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.

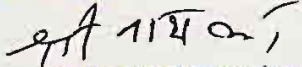

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applications to the various authorities for requisition of License/CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of Developer's Allocation in the said Project 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.

14. 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 respect 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 this regard shall be borne by the Owner if such proceeding pertains to the defect in Ownership or title of the Said Land.

15. Simultaneously, on signing of this Collaboration Agreement, the Owner has handed over the actual vacant physical possession of the said Land to the Developer for 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 is to be developed and constructed, wherein the public is free to book the plots in conformity with the lay out plans approved by the Competent Authority only after obtaining the CC (Completion Certificate) for the project and to have site office thereon for day to day work of the project . 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 development of land 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/Letter of Intent (LOI) from DGTCP ("Eligibility Letter") within twelve (12) months from the date of this agreement and complete all the development

For GALAXY REALCON PVT. LTD.


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For Frontera Projects Pvt. Ltd.


Director

work and obtain the Completion Certificate with in eighteen (18) months from the date of issuance of license.

16. That the Owner in consideration of providing the said land and part of the deliveries/obligations under this Agreement and Developer develop the Said Project under this Agreement, the parties have agreed to divide the total saleable area whether residential or commercial in the following manner:

OWNER'S ALLOCATION	Fully developed 68% of total saleable area in residential and commercial respectively)
DEVELOPER'S ALLOCATION	Balance of developed saleable area (residential+ commercial respectively) i.e. 32% .

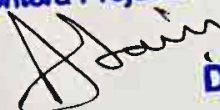
Further that if any area remains saleable after the above said allocation then the proceeds of that area shall be allocated between both the parties as per above said allocation.

It is however further made clear that the Owner contributed the said Land to this collaboration in consideration of 68% Allocation in the all types of saleable area. The Owner's allocation shall be deemed as fully paid except registration fee, stamp duty, legal fee or any other applicable tax payable at the time of execution of the conveyance deed(s).

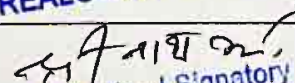
It is however further made clear that if any additional adjacent land procurement is made by the Owner or Developer or parties then the allocation of saleable area to the Owner shall be as under:

Situation-1	When entire land investment is made by Owner itself	68% saleable area of Residential land Commercial respectively
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For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PROJECT


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<p style="text-align: center;">Situation-2</p>	<p>When investment in land is made by both the parties. But owner's investment in land shall not be more than 50% of the additional land cost.</p>	<p>68% saleable area of Residential and Commercial respectively according to the ratio of investment in land cost</p>
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It is however further made clear that none of the parties of this agreement whether owner or developer shall not take advances or booked the plots to prospective buyers before getting the **Completion Certificate(CC)** from the office of Director Town & Country Planning, Haryana, Chandigarh. But after obtaining the completion certificate of the project then the owner of land shall be at liberty to sell the plots of their share or carry out construction of floors & before starting construction; obtain necessary approval of building plans from competent authorities.

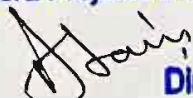
Besides that, Developer is also making the interest free refundable security deposit of Rs.20,00,000/- (Rupees Twenty Lakh only) per acre by way of Cheque/RTGS .The detail for the same are as under:

Sr. No.	In favour of	Bank	Dated	Cheque/UTR No.	Amount(Rs.)
1	FRONTERA PROJECTS PVT. LTD.	RTGS	22/08/2022	PUNBR52022082215635681 (Part Payment)	32,75,000/-

If additional adjacent land is procured by the Owner then the interest free refundable security shall be payable by the Developer to Owner as per their land share.

17. That the Developer shall commence and complete the development of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to develop the said Project in accordance with the approved layout plan.

For Frontera Projects Pvt. Ltd.

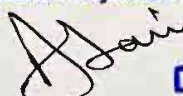

Director

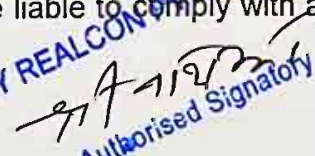
For GALAXY REALCON PVT. LTD.


Authorised Signatory 9

18. 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. 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.
19. 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.
20. 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.
21. 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.
22. The Owner shall join hands, if necessary, in executing the documents in favour of such prospective allottees of Developer's allocation and all receipts shall be issued for and on behalf of the Owner for Owner's allocation and the Developer conclusively thereby binding both the parties for the transaction. However, it is made clear that the financial liabilities will be of the party who receive any amount in respect to their area allocation.
23. That the maintenance services of the project will always be vested with the Developer and/or an agency appointed by it and the Owner shall be liable to comply with all the

For Frontara Projects Pvt. Ltd.


Director

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terms and conditions of the Maintenance Agreement with the Developer and/or its appointed agency. The Owner shall pay the prevailing maintenance charges for the unsold/self-occupied areas of their allocation. After the occupation, the Buyers / lessees upon occupying their areas shall pay the prevailing maintenance charges including the deposits. The liability to pay the Maintenance Charges shall accrue from the date of deemed possession, i.e., the date when the Developer give notice of possession.


24. 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 General, Town & Country Planning, Haryana, Chandigarh/Competent Authority/Concerned Authority and the terms and conditions stipulated in the RERA Registration Certificate in respect of the said Project sought to be developed.

25. OBLIGATION OF THE OWNER:

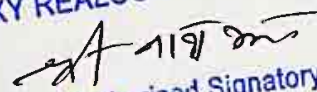
It is agreed by and between the parties that the Owner shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:

- 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 to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions/approval and sanctions jointly with the Developer from the Government and or other authorities including the approval of layout plan, 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 / consultants,

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Director

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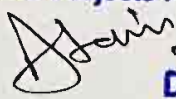

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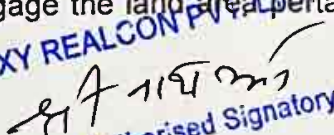
specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants, and other personnel duly authorised by Developer.

- 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 irrevocable Power of Attorney in favour of Developer and/or its agents to enable the Developer to sign Agreement for sale/Agreement for. Lease in favour of Prospective buyers/tenants/Licensees for Developer's share of developed area only after obtaining the completion certificate of the project.
- h. To defend, compromise & settle, all suits, proceeding and cases related to land jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owner. In that case all the expenses will be borne exclusively by Owner itself.
- i. Not to enter into any Agreement or arrangement for the development of the said land except the Developer or its nominee(s).
- j. In case of any amount/fees deposited with the Government/any other authority is refunded to the owners, 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 @ 18% p.a. on the amount so received.

26. The Owner will give an Irrevocable Special/General Power of Attorney to the Developer, authorising the Developer to initiate any litigation against the third party/Government, to appear before any Tribunal or any other Authority to obtain the license/permission to develop the Said Land and to mortgage the land area.

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.

Authorised Signatory 12

to developer allocation in lieu of BG's for IDW or EDC if any at the time of grant of LOI (Letter of Intent) or thereafter.

27. 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.

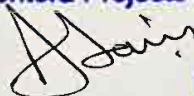
28. The Owner as well as the Developer shall be entitled to market their respective allocated areas in the Project/building at their own cost after obtaining C/C (Completion Certificate) of the said project only. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/ Sale Deed in favour of the buyers and if required by the Developer, the Owner shall become party to such Agreements/deeds.

29. 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 developed plotted land/ buildings.

30. All the common areas and facilities of the project shall be maintained by the Developer and/or their Nominee/Maintenance Agency. All the buyers, including those of the Owner's allocated areas shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges, replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers. The Owner shall also pay such charges accordingly in respect of their respective areas, if not sold or remaining unsold.

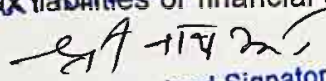
31. All type of rates, cess, tax liabilities or financial obligations with respect to the land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owner. After taking over the possession of the respective allocated area all taxes, charges, levies or any outflows in respect to the land area shall be shared between the parties in proportion to the sharing of areas between them. But it is clear that any rates, cess, tax liabilities or financial obligations

For Frontera Projects Pvt. Ltd.



Director

For GALAX REAL CON PVT. LTD.



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pertains to Owner's Land related to period before execution of this agreement, arise after taking over the possession of said land for development then all such liabilities shall be borne exclusively by the land Owner only.

32. All taxes, levies such as Goods and Service Tax and Works contract tax as may be applicable regarding construction/development of the project up to the date of issuance of occupation certificate /completion 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 must be accounted for by the party independently without any liability of each other in this respect. The Goods and Service Tax, if applicable, over the Owner share of the area shall be paid and borne by the Owner alone.


33. That the Owner shall authorize or execute irrevocable Power of Attorney in favour of Developer for the registration of sale deed in the office of Registrar Rewari on their behalf for the area under Developer allocation 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.

34. 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.

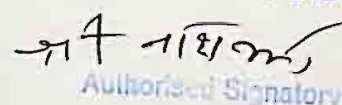
35. That the failure of either party to enforce at any time, or for any period the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each & every provision.

36. 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

For Frontera Projects Pvt. Ltd.


Director

For GALAXY REALCON PVT. LTD.


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and shall be binding on both the parties and their successors, administrators, legal heirs, assignees, executors, and liquidator.

37. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

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

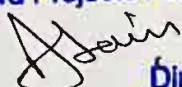
39. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owner shall not have any objection for the same and parties shall take the booking advances from the prospective buyers after obtaining the Completion Certificate of the project only.

40. That if any of the parties hereto breach the condition of book/sale the plot(s) or take the advances only after obtaining the Completion Certificate, then if any legal complications/obligation/liabilities arises, in that case the party who breach the said condition will indemnify the other party in all respect.

41. 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.

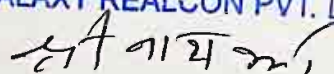
42. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred Arbitration under the Arbitration and Conciliation Act, 1996 which shall consist of three Arbitrators. The Owner shall appoint one Arbitrator on their behalf and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator. The venue of arbitration shall be Rewari. However, the work of development and/or completion of

For Frontera Projects Pvt. Ltd.



Director

For GALAXY REALCON PVT. LTD.



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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 Rewari only.

43. That any modification/alteration etc. in terms and conditions of this agreement can be undertaken with the mutual consent of parties in writing hereto.

44. All communications between the parties shall be sent through registered post at the Addresses of the Parties or against receipt by hand.

45. That one copy belonging to the Developer shall be got registered with the concerned registrar and the Owner shall remain present for such execution before the registrar on the time and date fixed by the Developer.

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.

SIGNED AND DELIVERED BY WITHIN NAMED DEVELOPER

FOR GALAXY REALCON PVT. LTD.

Manish Kr. Aggarwal
Authorised Signatory

The above said instruments is drafted as per instruction of the Parties to the need drafted by me

Vinod Kumar
Vinod Kumar Advocate, Rewari

SIGNED AND DELIVERED BY WITHIN NAMED OWNERS

For Frontara Projects Pvt. Ltd.

WITNESSES:

Manish Kr. Aggarwal
Director

Manish

1. NEERAJ KUMAR ADVOCATE
DISTRICT COURTS, REWARI

Neeraj Kumar

2. MANISH KR. AGGARWAL
S/O GAURI SHANKAR
R/O SECTOR-3, REWARI HARYANA

For GALAXY REALCON PVT. LTD.

Manish Kr. Aggarwal
Authorised Signatory

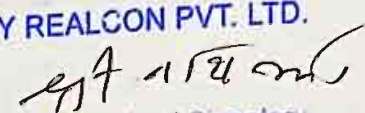
(ANNEXURE-A)
SCHEDULE OF LAND UNDER COLLABORATION

VILLAGE	RECTANGLE No.	KILA No.	AREA (Kanal-Marla)
Village Sangwari (Hadbast No.185) Tehsil & District Rewari	8//	3	5-2
	8//	8	8-0
TOTAL			13 KANAL-2 MARLA

Total area in acres 1.6375 acres.

For Frontera Projects Pvt. Ltd.

Director

For GALAXY REALCON PVT. LTD.

Authorized Signatory