

3332

रजिस्टरी संख्या २
रसीद पुस्तक क

कार्यालय सब-रजिस्ट्रार

दस्तावेज पेश करने वाले का नाम
M/S Suryanub Realty
दस्तावेज की तकमीम करने वाले का नाम
और तकमील की तारीख

दस्तावेज पेश होने की तारीख *10/9/16*

दस्तावेज की किस्म और
मुआवजे की रकम *Collabration*

स्टाम्प मूल्य



प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल
शुल्क की रकम का जोड़ और विवरण

शब्दों की संख्या रकम

रजिस्टरी अधिकारी के हस्ताक्षर

For Proper Realty Services Pvt. Ltd.
[Signature]
Executive, Gurugram

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 01/07/2016

8

Certificate No. EDA2016G22
GRN No. 19678827



Stamp Duty Paid : ₹ 857000
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Suryansh Realtech Pvt
H.No.: D 4
City: Delhi
E-mail: SUREN.GOYAL@GMAIL.CO
M

Floor: Pa
District: Delhi
Phone: 9818096224

Street: Enclave
State: Delhi



Others :

Buyer / Second Party Detail

Name: Propex Realty Services
H.No.: 224
City: Faridabad
E-mail: MANISH.GOEL@AOL.IN
Others :

Floor: 11
District: Faridabad
Phone: 9741802285

Street: Faridabad
State: Haryana

Purpose: COLLOBARATION 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>

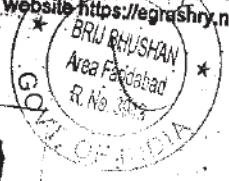


Angali Bhardwaj
Angali Bhardwaj

3332



Manish Goel



For Propex Realty Services Pvt. Ltd.
Manish Goel

(9)

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is executed at Palwal on this day 13th of July, 2016 ("Execution Date");

BETWEEN

M/s. Suryansh Realtech Private Ltd., a company incorporated with the Registrar of Companies Delhi, under the Companies Act, 1956 acting through its duly Authorized Representative/Director Ms. Anjali Bhardwaj, having its registered office at D-45, Panchsheel Enclave, New Delhi- 110 017, hereinafter called the "OWNER", which expression, unless repugnant to the context or law, shall mean and include the said Owner, its executors, beneficiaries, administrators, successors, liquidators and legal representatives, the party of the **FIRST PART**.

AND

M/s. Propex Realty services Pvt. Ltd., a company incorporated with the Registrar of Companies, National Capital Territory of Delhi & Haryana, Delhi, under the Companies Act, 1956, acting through its duly Authorized Representative/Director Mr. Surender Kumar Goel son of Shri Ram Avtar Goel, having its registered office at 224, Sector 11 D, Faridabad, Haryana State, India (hereinafter referred to as the "DEVELOPER", which expression unless opposed or repugnant to the context or law shall mean and include the said Developer, its executors, beneficiaries, administrators, successors, nominees, legal representatives, liquidators and assigns, the party of the **SECOND PART**.

The "Owner" and "Developer" are collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

1. The Owner represents and warrants to the Developer that the Owner is the sole, exclusive and recorded owner and in uninterrupted physical possession of land admeasuring 48 Kanal and 1 Marlas (6.00625 acres) comprising Khewat No. 1771 Khatauni No. 2026 Rectangle No. 116 Kila No. 21 (8-0) Rectangle no. 117 Kila No. 16 (3-0), 25/1 (5-1), 25/2 (1-12) Rectangle No. 123 Kila No. 1 (8-0), 2 (4-4), 9 (8-0), 10 (8-0) total admeasuring 45 Kanal 17 Marlas and Khewat No. 1962 Khatauni No. 2233 Rectangle No. 123 Kila No. 18 (1-0), 13/2 (0-13.3), 13/1 (0-6.6), 8 (0-4) total admeasuring 2 Kanal 4 Marlas situated in the revenue estate of village Palwal, Tehsil Palwal, District Palwal, Haryana, and the same is lying in the Residential Zone as per Master Plan of Palwal in Sector - 8, Palwal (hereinafter referred to as the "said Land"). The details of the said Land are given in the schedule annexed herewith as Schedule - 1A. The Owner has purchased the said Land by virtue of registered sale

Anjali Bhardwaj

AG

For Propex Realty Services Pvt. Ltd.
Director/Authorized Signatory

डीड संबंधी विवरण

डीड का नाम AGREEMENT	
तहसील/सब-तहसील पलवल	गांव/शहर पलवल
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 10,041,503.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 857,000.00 रुपये
E-Stamp स्टाम्प नं. EDA2016G22	स्टाम्प की राशि 857,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	DFC: HPMNOOIN
	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: B.B. Garg, Adv. Fbd

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 13/07/2016 दिन बुधवार समय 10:11:00AM बजे श्री/श्रीमती/कुमारी M/s Suryansh Realtech Private Ltd. thru Director Anjali Bhardwaj पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी V.K. Sharma निवासी D-45, Panchsheel Enclave, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Anjali Bhardwaj

उप/सयुक्त पंजीयन अधिकारी
पलवल

श्री M/s Suryansh Realtech Private Ltd.-thru-Director-Anjali Bhardwaj

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Propex Realty Services Pvt. Ltd.-thru-Director-Mr. Surender Kumar Goel दखेदार हाजिर
इस प्रलेख को खरीदार तथा विक्रेता को प्रलेख के अंतर्गत 0.00 रुपये की राशि दखेदार ने मेरे समक्ष पेशकर्ता

को अंतिम तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दस्तावेज की पहचान श्री/श्रीमती/कुमारी Omparkash, Lambardar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Asaoti
श्री/श्रीमती/कुमारी Ramkishore Lambardar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fazalpur ने की।

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

दिनांक 13/07/2016

Anjali Bhardwaj

उप/सयुक्त पंजीयन अधिकारी
पलवल

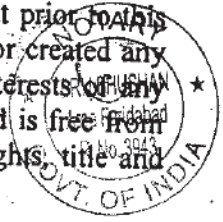
यह प्रमाणित किया जाता है कि पंजीकृत वसूली की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप / सयुक्त पंजीयन अधिकारी
पलवल

For Propex Realty Services Pvt. Ltd.
Director

deeds as per details given in Annexure – A and the entire sale consideration under the sale deeds have been paid by the Owner to the respective sellers in accordance to the terms of the sale deeds and there is nothing due and payable by the Owner to the sellers of the said Land.

2. The Land bearing Khewat No. 1771 Khatauni No. 2026 Rectangle no. 117 Kila No. 16 (0-4), Rectangle No. 123 Kila No. 2 (3-16), Khewat no. 1873 Khatauni No.2140 Rectangle no.123 Killa no. 3/1 (0-19), Khewat no. 1960 Khatoni no.2231 Rectangle no. 122 Killa no. 5/1 (1-14) total admeasuring 6 Kanal 13 Marlas specifically shown red colour at mark-x which is shown as 24.0 M wide sector road is not part of this collaboration agreement. This land will remain under the ownership and possession of the owner i.e. M/s Suryansh Realtech Pvt. Ltd.
3. The Owner further represents and warrants to the Developer that prior to this Agreement, the Owner has neither entered into any agreement nor created any encumbrance, charge, mortgage, lien or third party rights or interests of any nature whatsoever, in respect of the said Land and the said Land is free from any litigation, notice, acquisition proceedings and third party rights, title and interests.
4. The Developer represents to the Owner that the Developer has been working in the real estate industry for the past more than 15 years. The Developer also represents that the Developer is having sufficient means, expertise and knowledge and are having sound financial back ground to complete the real estate project in accordance with the terms of this Agreement.
5. The Developer has seen the land under this agreement and has verified the title of the land in question from the revenue records and states that the same is correct and the same can be developed into a plotted housing township in terms of the Deen Dayal Awas Yojna Affordable Plotted Housing Policy, 2016 for Low and Medium Potential Towns ("Policy 2016") as promulgated by the state of Haryana. The Owner is obtaining the absolute, sole and exclusive title to 1332 sq. yds. of land at its own costs and expenses simultaneous to the execution and registration of this Agreement as the same is necessary for providing access to the remaining portion of the said Land and for making the remaining portion of the said Land licensable in terms of Policy 2016. Thus, the Developer has shown its interest to undertake the development of the said Land under this agreement at its own costs and expenses into a plotted township under the said Policy 2016.
6. The Developer represents that the Developer is fully aware of the relevant laws and procedures to obtain the approvals and permissions from relevant authorities of the government of Haryana and is further financially and technically capable to undertake the development works as per the terms of license to be granted by the relevant authority/department of the State of



Anjali Bhadwal

[Handwritten signature]

For Proxity Realty Services Pvt. Ltd.
[Handwritten signature]

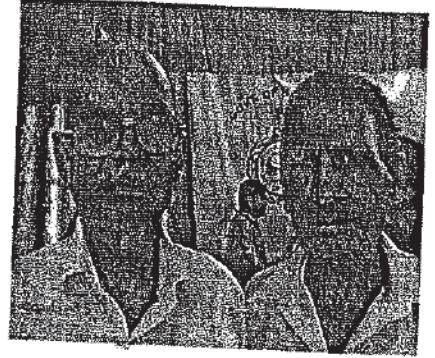
Reg. No. 3332 Reg. Year 2016-2017 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

M/s Suryansh Realtech Private Ltd-thru-Director-Anjali Bhardwaj

Anjali Bhardwaj

दावेदार

M/s Propex Realty Services Pvt. Ltd.-thru-Director-Mr. Surender Kumar Goel

Surender Kumar Goel

गवाह 1:- Omparkash, Lambardar

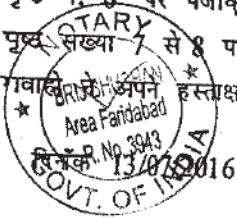
Omparkash

गवाह 2:- Ramkishore Lambardar

Ramkishore

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,332 आज दिनांक 13/07/2016 को बही न: 1 जिल्द न: 4 के पृष्ठ न: 0 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 71 के पृष्ठ सख्या 7 से 8 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।



उप/सर्वोक्त पंजीयन अधिकारी
पलवल

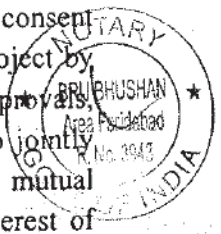
For Propex Realty Services Pvt. Ltd.
Director-Surender Kumar Goel

Haryana for the development of the said Land into plotted township in accordance with the terms of the Policy 2016. In case there is any change in annexed layout map by HUDA, the shares of the Parties will be worked out with mutual consent and right of the common area, if any will be in equal ratio as mentioned.

- 7. Now, the Parties have agreed to come together for the development of the said Land into a residential plotted township in terms of the Policy 2016 on agreed terms and conditions as stated hereinafter.

NOW THIS COLLABORATION AGREEMENT WITNESSETH AS UNDER:

- 1. The Owner hereby grants and conveys its permission, consent and approval to the Developer and the Developer hereby agrees and accepts to develop, construct and obtain all relevant approvals, sanctions, permissions and no-objections from all appropriate authorities to develop any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter as may be permitted in accordance with any of the existing policies or any other policy that may be promulgated by the authority in future.
- 2. The Parties shall be fully entitled to purchase any adjacent and adjoining lands to the said Land and apply for the license, approvals, sanctions and permissions from the appropriate authorities by joining the said Land with such other exclusively owned and possessed lands of the respective Party with the consent of the other Party. If any Party is interested in the extension of the project by joining other lands to the said Land and to obtain the license, approvals, sanctions and permissions from the appropriate authorities to develop jointly the said Land along with such other lands, then it can be done with mutual understanding in writing by both the Parties without harming the interest of each other.
- 3. The entire costs and expenses required for carrying out construction, development and completion of the intended project or projects including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses to be obtained in respect to the said Land shall be solely and exclusively borne by the Developer at their own cost and responsibility. The Owner shall not make or be responsible for the payment of any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect and entire financial costs, expenses, charges, fees or any other expenses shall be solely and exclusively borne by the Developer.

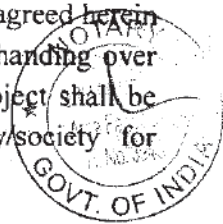


Anjali Bhadwaj

[Handwritten Signature]

For Propex *[Signature]* Pvt. Ltd.
 Director/Author. Signatory

4. The Parties have agreed that in lieu of the mutual covenants of the Parties under this Agreement, the Developer has agreed to give developed plotted area comprising plots equivalent to one-half (1/2) share out of the total plotted area that may be developed over the said Land ("Allotted Portion") to the Owner and the remaining one-half share out of the total plotted area shall belong to the Developer and the Developer shall be fully entitled to deal with the remaining plotted area over the said Land in any manner in its sole and absolute discretion. It is clarified that whatever plotted developable area is sanctioned by the competent authority over the said Land, the Owner shall be entitled to the Allotted Portion only and the remaining plotted developable area shall belong to the Developer. The tentative layout plan agreed by the Parties herein is hereby annexed and marked as **Annexure - B**. The Owner and the Developer had agreed on allocation of the developable plots on the said Land and the Owner and the Developer shall be entitled to the plots marked in yellow and pink colour, respectively: The yellow colour portion belongs to the 'OWNER' and pink colour belongs to 'DEVELOPER' as per Annexure - B enclosed. In case the authority approves the annexed layout plan with any changes then the Parties shall allocate their respective plotted developable areas as agreed herein with mutual consent. After development of the area and before handing over the project to the local authorities, the common areas of the project shall be maintained by both the Parties by forming a new company/society for maintenance and upkeep of the common areas.



5. The Parties as on the Execution Date have agreed to develop the said Land into a residential plotted township under the Policy 2016. However, obtaining the sanction of the project of a residential plotted township on the said Land shall be at the sole and absolute discretion of the Developer and the Developer shall be fully entitled to change the nature of the project with mutual consent keeping in view the market scenario or promulgation of any new policy(ies) by the government of Haryana or any of its authority. The Owner shall not raise any objection in respect to the said change of the nature of the project proposed to be developed. However, in the event the Developer changes the nature of the project from residential plotted township to some other project then in that event the Parties have agreed that the Owner shall be entitled to receive developed area in the said new project as may be mutually agreed upon between the Parties and all other terms and conditions of the agreement shall remain the same as mentioned in this Agreement.

Anjali Bhatnagar

[Handwritten Signature]

For Propex Reg. Services Pvt. Ltd.
[Handwritten Signature]
 Director/Authorized Signatory

The Developer shall make all efforts to hand over the physical possession of the Allotted Portion to the Owner with in a period of thirty six (36) months from the Execution Date. The Developer has agreed that the Developer shall make all efforts to obtain the LOI within 12 months from the Execution Date and provided the Owner executes all the relevant papers, documents, affidavits and undertakings as are required by the Developer. Further, the Owner has agreed to give requisite powers by way of executing a power of attorney in favour of the Developer and its appointed nominee(s) to pursue the approvals, sanctions and permissions from the relevant authorities in accordance with the terms herein.

6. The Developer, in addition to incur the entire costs and expenses on the approvals, development, marketing and sale of the project to be developed on the said Land out of its own resources, shall pay a further sum of Rs. 16,73,500/- (Rupees Sixteen Lac Seventy Three Thousand Five Hundred only) per acre over the said Land, i.e. total amount of Rs. 1,00,41,503 /- (Rupees One Crore Forty One Thousand Five Hundred Three only) ("**Land Equalization Cost**") as Land Equalization Cost to the Owner simultaneously to the execution of this Agreement. The Developer had paid the Land Equalization Cost as per the details given below:

S.NO.	AMOUNT IN RUPEES	DEMAND DRAFT NO.	DATED	DRAWN ON

Arijali Bhadwaj

For Proper Realty Services Pvt. Ltd.
Director/Authorized Signatory

1.	20,00,000/-	957466	27/06/2016	STATE BANK OF INDIA, FARIDABAD
2.	20,00,000/-	957467	27/06/2016	STATE BANK OF INDIA, FARIDABAD
3.	20,00,000/-	957465	27/06/2016	STATE BANK OF INDIA, FARIDABAD
4.	6,60,000/-	Cash paid	30/06/2016	Cash paid to land owners, from whom 1332 sq. yds. land purchased by the Company.
5.	4,66,500/-	E-Stamp	28/06/2016	E- Stamp Purchased for Sale Deed
6.	15,003/-	Misc. Exp.	30/06/2016	Misc. Exp. on sale deed
7.	29,00,000/-	957468	27/06/2016	STATE BANK OF INDIA, FARIDABAD

The said Land Equalization Cost shall be non-refundable and non-adjustable. On the instructions of the Owner, the Developer had made the payment of a sum of Rs.71,41,503/- (Rupees Seventy One Lac Fourty One Thousand Five Hundred Three only) out of the Land Equalization Cost to the certain land owners and other exp. related to sale deed of the purchase of said Land admeasuring 2 Kanal and 4 Marlas. The said amount paid to the said land owners shall be deemed to be payment made by the Developer to the Owner and the Owner acknowledges to have received the said sum from the Developer. The entire Land Equalization Cost agreed between the Parties is paid by the Developer to the Owner and the Owner duly acknowledges to have received the entire Land Equalization Cost from the Developer and nothing more is due and payable by the Developer to the Owner in accordance with the terms agreed herein.

7. The Owner shall not create any third party rights, title or interests in the said Land under this agreement till the license is obtained in respect to the said Land

Anjali Bhatnagar

For Proper Realty Services Pvt. Ltd.
Director/Signatory

NOTARY
REKHA SHAN
Alpa Faridabad
R.No 3543
GOVT. OF INDIA

from the competent authority. However, upon grant of license in respect to the said Land, the Parties shall be entitled to take the bookings and enter into buyer agreements with third parties in respect of their respective allocated shares in accordance with the terms agreed herein. Simultaneous to the execution of the Agreement, the Owner is hereby executing a power of attorney in favour of the Developer to take the bookings and enter into buyer agreements with the prospective buyers of the plotted area after obtaining the license of the said Land and further to execute and register the sale deeds in favour of the purchasers of the Developer's allocated area in accordance with the terms of the Agreement. The Developer shall be further entitled to mortgage or enter into any other agreement or arrangement for transfer of any kind / nature whatsoever thereby creating third party rights, title, interests or lien over the Developer's share out of the said Land after obtaining the license for development of the project over the said in accordance with the terms and conditions agreed herein.

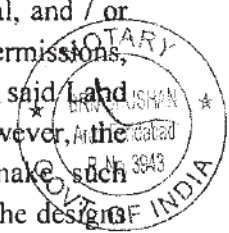
8. The physical possession of the said Land has been handed over to the Developer by the Owner actually at site simultaneous to the execution of the Agreement, for carrying out the work of development, marketing and construction of the project or projects as may be approved by the appropriate authorities as may be allowed under the prevalent norms, statutes, rules, policies and byelaws of the authority / department of the State of Haryana.
9. The Owner agrees that the Owner, in accordance with the terms and conditions of this agreement herein recorded, to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said Land and irrevocably vests in the Developer all the powers and authority of the possession as may be necessary for the development, construction and completion of the proposed project or projects on the said Land.
10. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned for obtaining requisite permissions, sanctions and approvals for the construction of the project(s) on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be completely entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the design of the plans as may be decided in the sole and absolute discretion of the Developer.
11. The Developer shall file appropriate applications with the DGTCP subject to the Owner signing all the applications, undertakings, affidavits and power of

Anjali Bhandari

[Signature]

For Propex Realty Services Pvt. Ltd.

[Signature]



attorneys in favour of the Developer and/or any nominee(s)/assignee(s) to pursue the said applications and represent the Owner at all forums and offices including DGTCP, HUDA, government of Haryana or any other authorities. The Owner also agrees to execute an irrevocable power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) as may be required by the Developer for the purposes of obtaining all sanctions, licenses, approvals, permissions and no-objections for development from the appropriate authorities simultaneous to the execution of the Agreement.

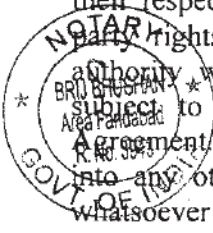
12. The responsibility of obtaining the licence over the said Land shall be of the Developer and the Bank Guarantees to be submitted with the DGTCP for the payment of External Development Charges, Internal Development Charges or any other charges shall be furnished by the Developer from its own financial sources.
13. The Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole and exclusive responsibility of the Developer.
14. The Owner shall give the first right of purchase of the Owner's allocated plotted area (partial or full share), if rates and terms are suitable to the Owner and acceptable to the Developer, in such case the maximum period of right to refusal by the Developer shall be four (4) weeks from the date of making the offer to the Developer by the Owner.
15. The Owner undertakes to execute an irrevocable Power of Attorney to constitute the Developer and/or its nominees as their attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and also to obtain necessary clearance in this regard.

Anjali Bhardwaj

[Handwritten Signature]

For Propex Realty Services Pvt. Ltd.
[Handwritten Signature]
 Propex Realty Services Pvt. Ltd. Secretary

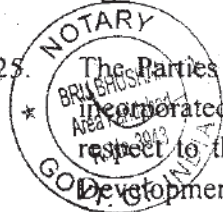
- 16. In terms of the Policy 2016, the Parties shall mortgage 50% of the total allocated plotted area under all residential plots with DGTCP, therefore, the Parties have agreed that both the Parties shall mortgage 50% of their respective allocated plotted area to DGTCP from their respective shares as agreed and demarcated in accordance with the terms agreed herein.
- 17. The Parties have agreed that the Project shall be marketed in the joint names of the Owner and the Developer. However, the project name, design, logo, advertisements and publication material shall be solely decided by the Developer without any interference or objection from the Owner. In all marketing material, brochure, applications forms etc. the name of both the Owner and Developer will be mentioned.
- 18. The Parties have agreed that the Parties shall neither sell nor enter into any agreement to sell nor shall create any third party interest of any nature whatsoever in any part of the plotted area out of said Land till the layout plan is duly approved by the concerned authority of the Government of Haryana. Only after obtaining the approved layout plan, the Parties shall be entitled to sell and create any third party rights over the developable licensed area of the said Land. The Developer shall be fully entitled to open a bank account in his own company's name and carry out the transactions under its own signatures with respect to the project being developed over the said Land without any interference or objection from the Owner. After obtaining the license, the Parties shall be entitled to receive any sums in their own names in respect to their respective allocated areas out of the said Land and to create any third party rights, title and interests under their own respective signatures and authority without any interference and objection from the other Party but subject to the compliance of all applicable laws and the terms of the Agreement. The Developer shall be entitled to sell, lease, mortgage or enter into any other agreement or arrangement for transfer of any kind / nature whatsoever thereby creating third party rights, title, interests or lien over the Developer's share out of the said Land—after obtaining the license for development of the project over the said in accordance with the terms and conditions of the Collaboration Agreement of even date as my attorney may deem fit and proper.
- 19. The Developer shall be solely and exclusively entitled to advertise the project at its own costs and expenses by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus the Developer shall be entitled to invite prospective buyers, customers and investors to the site.



Anjali Bhatnagar

[Signature]
 For Project Realty Services Pvt. Ltd.
 Director/Author. Signatory

- 20. The Parties have agreed that simultaneous to the receiving of the physical and vacant possession of the developed Allotted Portion by the Owner from the Developer, the Owner shall execute and register the sale deed of the said Land only after development of entire project, in favour of the Developer or its appointed nominee or assignee for the share of Developer only. The stamp duty and costs and expenses for the registration of the sale deed of the said Land shall be borne and paid by the Developer. The stamp duty and the costs and expenses for the registration of the sale deed of the developed respective share of Owner's Allotted Portion shall be borne and paid by the Owner or its prospective buyer.
- 21. All the original papers and title documents relating to the said Land shall be kept in a bank locker to be operated by the both the Parties jointly.
- 22. All previous understandings, oral agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of this Agreement reached and recorded between the Parties.
- 23. This Agreement is irrevocable and shall remain binding on the Parties.
- 24. The Parties have agreed to not to amend, supplement and, or cancel any of the terms of this Agreement and if required the Parties shall obtain the prior written permission from the Director General Town and Country Planning, Haryana before making any amendment, supplement and, or cancelling the terms of this Agreement.
- 25. The Parties shall always comply with all the terms and conditions as may be incorporated in the letter of intent and license to be granted by the DGTCP in respect to the said Land. The Parties shall always comply with the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules framed there under. The Parties shall remain bound with the terms and conditions until the grant of final completion certificate or till DGTCP specifically allows the release of the Parties from complying with such terms and conditions.
- 26. In the event the Developer fails to complete the project for any reason whatsoever as stipulated in the present Agreement, the Owner shall be entitled to get the project completed at its own costs and expenses and the amount so spent and paid in completing the project over the said Land shall be recovered from the Developer.



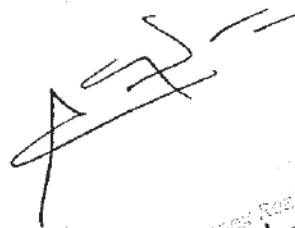
Anjali Bhatnagar


[Handwritten Signature]

For Propex Realty Services Pvt. Ltd.
 [Handwritten Signature]
 Propex Realty Services Pvt. Ltd. Signatory

27. The Parties have agreed that any damage, loss, penalty, fine or compensation of any nature or liability of any nature occurring due to the fault or default of either of the Party during and after the completion of the project, shall be borne by such defaulting Party and the other Party shall always remain indemnified against all such losses, damages, penalties, fines or compensation.
28. The Developer shall be solely liable for any accident or claim arising during the course of construction and development of the project on the said Land. The Developer shall be further solely responsible for the payment of all claims under the Workmen Compensation Act, cesses, taxes, levies or under any other act or statute in force.
29. This Agreement shall neither be deemed to constitute a partnership between the Parties hereto nor be deemed to constitute anyone as the agent of the other Party.
30. Each of the Party shall be responsible for their respective income tax, wealth tax or any other statutory tax liability in connection with their business on account of their respective shares of the project out of the said Land only.
31. All the expenses for the execution and registration of this Agreement, Power of Attorney or any other documents, such as stamp duty, registration charges etc. shall be borne and paid entirely by the Developer.
32. The Owner is well entitled to execute this Agreement for the said Land.
33. If any dispute arises between the Parties regarding any matter concerning herewith the Agreement, the same shall be mutually resolved by discussions. * Since this Agreement has been executed at Palwal and as such courts at Palwal alone shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Agreement.
34. The Parties have entered into this Agreement out of their sweet will, without any pressure and coercion from any person and has signed the same after understanding the same in letter and spirit.

Arijali Bhatnagar



For Project Realty Services Pvt. Ltd.

 Director/Manager/Secretary

IN WITNESS WHEREOF both the Parties have signed this agreement at Palwal on the date first mentioned above in the presence of the following witnesses:

WITNESSES 1:

[Signature]
Om Parkash Handwala
with Atkewati Palwal

[Signature]
Ms. Anjali Bhardwaj
Director

For M/s. Suryansh Realtech Pvt. Ltd.
OWNER/FIRST PARTY

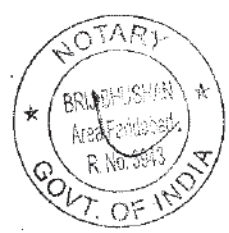
WITNESSES 2:

[Signature]
Ramesh Chandra Handwala
with Rajeshwar Palwal

[Signature]
Surender Goel
Director

For M/s. Propex Realty Services Pvt. Ltd.
SECOND PARTY

Accepted By
[Signature]
R. B. Goel
Adv.



For Propex Realty Services Pvt. Ltd.
[Signature]
Authorized Signatory

ATTESTED PHOTO COPY
[Signature] 167-2016
NOTARY Faridabad (India)

SCHEDULE - 1A

SAID LAND ADMEASURING 48 KANAL 1 MARLA (6.00625 ACRES)
SITUATED IN THE REVENUE ESTATE OF VILLAGE PALWAL, TEHSIL
PALWAL, DISTRICT PALWAL, HARYANA

Rectangle No.	Kila No.	Area (Kanal - Marlas)	
		Kanal	Marlas
116	21	8	0
117	16	3	0
	25/1	5	1
	25/2	1	12
123	1	8	0
	2	4	4
	9	8	0
	10	8	0
	18	1	0
	13/2	0	13.3
	13/1	0	6.6
	8	0	4
	Grand Total	48	1

Ajali Bhandwaj

[Handwritten Signature]



For Proper Realty Services Pvt. Ltd.

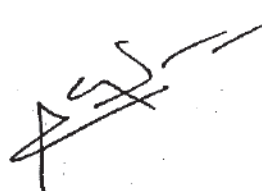
[Handwritten Signature]
Director/Auth. Signatory

ANNEXURE - A

DETAILS OF SALE DEEDS

1. Sale Deed bearing registered document no. 10885 dated 21.11.2012.
2. Sale Deed bearing registered document no. 2737 dated 30/06/16.

Anjali Bhandrey



Director, Brihannagar Ltd.
Director, Brihannagar Ltd.





हरियाणा HARYANA

R 507717



Regd. Entry No. 27
Dated 14.12.2016



This stamp paper regarding SPA of collaboration
Agreement between Mr. Pardeep Singh Suryansh Realtech
P LTD and Propex Realty services P Ltd



Angela Bhandari



For Propex Realty Services Pvt. Ltd.
Director/Authorized Signatory

26

3147
30/6/16

100X3
3007.

सुधान्त वीरवार ८५ ५१० १००० १०००० ०१६६० १११०००० २१०००० २१००००० २१००००००

गुलाम (S.P.A)

BEER CHAN
Document Writer/Stamp Vendor
PALWAL Dist. PALWAL

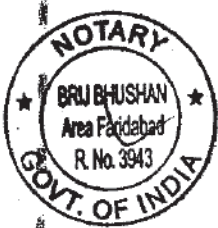


For Proper Book Services Pvt. Ltd.
Authorized Signatory



हरियाणा HARYANA

R 507716



Regd. File No. 526
 Date: 14/03/16

[Handwritten signature]

Anjali Bhambhani

[Handwritten signature]

For Propex Realty Services Pvt. Ltd.
 Assistant Secretary

28

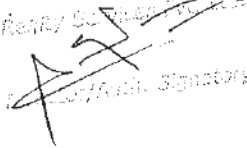
2

3147

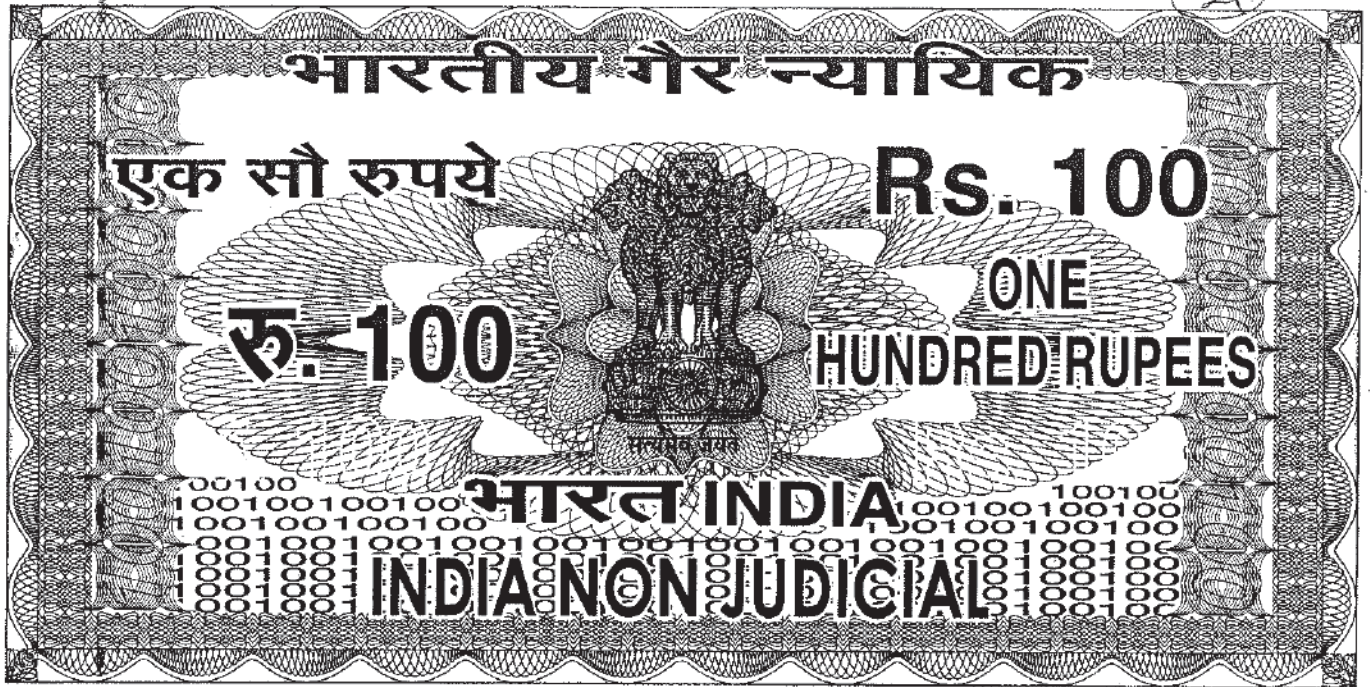
30/6/16

Thany

WUJIE CHAN
Executive Director
YANZU MANAGEMENT

for the...

... Signatory

...



हरियाणा HARYANA

R 507715

Regd. No. 526
 14-7-2016



[Large handwritten signature]

Ajale Bhutani

[Handwritten signature]

For Propex Realty Services Pvt. Ltd.

Director/ Auth. Signatory


30

3
3147

30/6/16

DECLARATION OF INTEREST
DECLARATION OF INTEREST
DECLARATION OF INTEREST

For Broker Realty Services Co. Ltd.


Authorized Signatory



SPECIAL POWER OF ATTORNEY

Regd. Entry No. 526

Dated 14-2-2016

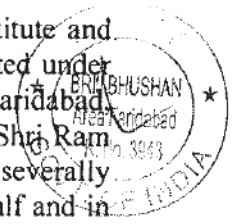
TO ALL TO WHOM THESE PRESENTS SHALL COME I Anjali Bhardwaj, Director of M/s. Suryansh Realtech Private Ltd., a company incorporated with the Registrar of Companies Delhi, under the Companies Act, 1956 having its registered office at D-45, Panchsheel Enclave, New Delhi - 110 017 vide board resolution dated 01/07/2016, send greetings:

WHEREAS M/s Suryansh Realtech Pvt. Ltd. is the owner of the land which is recorded in Jamabandi for the year 2001-2002 as Khewat No. 1962 Khatauni No. 2233 Rectangle No. 123 Kila No. 18 (1-0), 13/2 (0-13.3), 13/1 (0-6.6), 8 (0-4) total admeasuring **2 Kanal 4 Marlas** and Khewat No. 1771 Khatauni No. 2026 Rectangle No. 116 Kila No. 21 (8-0) Rectangle no. 117 Kila No. 16 (3-0), 25/1 (5-1), 25/2 (1-12) Rectangle No. 123 Kila No. 1 (8-0), 2 (4-4), 9 (8-0), 10 (8-0) total admeasuring **45 Kanal 1 Marlas** situated in the revenue estate of Village Palwal, Tehsil and District Palwal, Haryana. **The total of both khewats is 48 Kanal 1 Marlas (6.00625 acres)** hereinafter referred to as the "said land").



AND WHEREAS M/s Suryansh Realtech Pvt. Ltd. had entered into a Collaboration Agreement of even date with M/s **Propex Realty Services Pvt. Ltd.** having its office at 224, Sector 11 D, Faridabad, Haryana State, India for the development of the said land into a project in accordance with the terms and conditions of Collaboration Agreement of even date.

NOW BY THIS POWER OF ATTORNEY I do hereby nominate, constitute and appoint M/s **Propex Realty Services Pvt. Ltd.**, a company duly incorporated under the Companies Act, 1956, having its registered office at 224, Sector 11 D, Faridabad, Haryana State, India through its Director Mr. Surender Kumar Goel son of Shri Ram Avtar Goel to act as my true and lawful attorney and to act individually and severally and to do the following acts, deeds and things in my name and on my behalf and in respect of the said land:



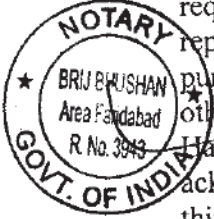
1. To represent me before any officer, authority, State/Central Government or local body including but not limited to Director General Town and Country Planning (DGTCP), Haryana Urban Development Authority (HUDA) or any other authority/office of the Government of Haryana, Municipal Council / Local Body, which may be connected and / or concerned with the development of the said land including but not limited to electricity department, water department, sewerage department, environment authorities, airport authority of india and to make statement, sign, verify and file all letters, applications, affidavits, undertakings, replies, etc. for and on my behalf and in my name for obtaining all approvals, sanctions, permissions and no-objection certificates with respect to the development of the said land or for any matter incidental thereto.

Anjali Bhardwaj

[Signature]

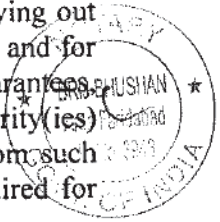
For Propex Realty Services Pvt. Ltd.
Director, Auth. Signatory

2. To make various applications with regard to the said land under Punjab Scheduled Roads and controlled Areas (Restriction of Unregulated Development) Act, 1963; Haryana Development and Regulation of Urban Areas Act, 1975, the various rules made there under for the various purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, give Bank Guarantees, etc., as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc. engage advocates for the purpose before various authorities including the D.G.T.C.P., S.T.P., C.T.P. and other Authorities / Officers of the Department of Town and Country Planning Haryana, HUDA, Government of Haryana, etc. and to obtain refund and give acknowledgement in its own name and generally to all such acts, deeds or things as may be required for this purpose.



3. To apply for and get the permission for change of land use (CLU), letter of intent, License, get the said land released from acquisition proceedings and/or sanction for converting the said land from its present usage to residential, group housing, commercial or any other suitable usage from the DTCP/HUDA or any other authority of the state government and to remove any objection therefore, under his own signature and for the said purpose deposit all fees, charges, give undertakings, bank guarantees etc. and to obtain refund and give acknowledgement in its own name do all such acts, deeds or things as may be required by any authority.

4. To get the layout plans, zoning plans and building plans or any other plans sanctioned from the concerned Authority(ies), for building or for carrying out any construction, addition, alteration or compounding of irregularities and for that purpose to deposit the requisite fees, security deposits, bank guarantees, earnest money and, or to obtain refunds as are required by the Authority(ies) for sanctioning the plans and to receive the plans duly sanctioned from such authorities and to do all such acts, deeds and things as may be required for achieving any of the aforesaid purposes.



5. To execute the required forms, affidavits, undertakings, declarations and such other documents to obtain sanctions and / or permissions for FAR, Power / electricity, Water, Sewer, environment, Airport Authority of India and other infrastructure facilities including commercial connections as my Attorney may deem fit and proper for the development of the said land and the construction of the building thereon.

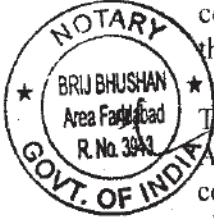
6. To apply for and get the Occupation Certificate, Zoning of plans, Completion Certificate of colony, remove objections there from and do under his own signature from the concerned authorities and also in respect of the constructions, additions or alterations done or carried out for the development of the said land and do all such acts, deeds or things as may be required for the purpose.

Anjali Bhandray

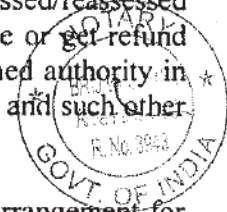
[Handwritten Signature]

Sur P. Realty Services Pvt. Ltd.
[Handwritten Signature]
 Attorney

7. To pay the ground rent and other dues in respect of the construction done or to be carried out for the development of the said land and to get the receipts thereof as the Attorney may deem fit and proper.
8. To engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors and such other labourers for carrying out the construction work for the development of the said land.



- To do all such acts, deeds and things as may be deemed necessary by the Attorney for managing, control and supervision of the affairs of the construction work for the development of the said land and for that purpose the physical possession thereof has already been handed over to the Developer.
10. To apply, avail and get the authorized quotas of building material for carrying out any constructions, additions, alterations on the said land and for the purpose of development of the said land do all such acts, deeds and things which may be deemed necessary by my attorney.
11. To file a declaration under the Haryana Apartment Ownership Act and the rules, policies, notifications and order made there under as required in accordance to the terms of the License or any approval, sanction or permission of any authority and to do all such deeds, acts and things as may be required to be done by me with regard to the said land so as to ensure compliance of various provisions of the applicable laws and the Declaration filed there under.
12. To get the said land alongwith construction thereon, if any, assessed/reassessed for house tax, property tax and other taxes and to pay the same or get refund thereof and for that purpose to represent me before the concerned authority in this regard and make statements, applications, papers, affidavits and such other documents as my attorney deem fit and proper.
13. To sell, lease, mortgage or enter into any other agreement or arrangement for transfer of any kind / nature whatsoever thereby creating third party rights, title, interests or lien over the Attorney's share out of the said Land-after obtaining the license for development of the project over the said in accordance with the terms and conditions of the Collaboration Agreement of even date as my attorney may deem fit and proper.
14. To receive earnest money, security amount, lease consideration, sale consideration, maintenance deposits, charges or such other sums in cash, cheque, etc. in its own name and to give receipts thereof and to appropriate such amounts as received as per its own wish in respect to the Attorney's share out of the said land after issue of the license by the authorities.



Anjali Bhadwaj

AS

For Proper Realty Services Pvt. Ltd.
 Signature

15. To apply for and get permission from the Authority(ies), if any, for the sale or other transfer of rights, title, interest in the said land and construction thereon, and for the said purpose to do all the incidental acts, deeds and things which may be deemed necessary by my attorney after obtaining of the license by the authorities.

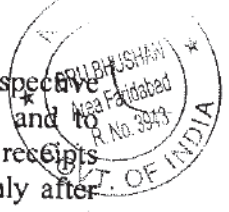
16. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest over the Attorney's share out of the said land after obtaining the license, in the developed area over said land along with construction thereon, if any, and present the same for registration before appropriate authority including Sub-Registrar's Office and do all such acts, deeds or things to ensure due execution of the same for Attorney's share.



To create a charge on the Attorney's share in the project over the said land whether equitable and /or registered for taking loan for construction / development over the said land and / or for utilizing the FAR available on the said land anywhere in the project as conceived by the Attorney in its sole discretion. It is restricted to the share of developer only after obtaining the license.

18. To open a bank account in the developer own Company name and under his own signatures and to operate the same in the way and manner he likes including depositing and withdrawing any amount of sums received by way of consideration towards sale, lease, mortgage or other transfer of the Attorney's share out of the said land and in the developed area over the said Land along with construction thereon, if any.

19. To execute Flat Buyer Agreements or Deed of Apartment with the prospective purchasers with respect to the Attorney's share over the said land and to receive the payments either in full or in part in his own name and give receipts thereof in his own name, as my attorney may deem fit and proper only after obtaining the license.



20. To delegate all or any of the powers created hereunder and to appoint any other person(s) as my attorney authorizing him to do all or any of the above acts, deeds and /or things or any other act, deed and / or thing which in the opinion of the said attorney ought to be done, executed or performed in respect of the said land and construction thereon for the purposes of obtaining approvals, sanctions, permissions or no-objections from the authorities or any matter incidental thereto and to cancel, withdraw and / or revoke the powers conferred upon such attorney as my attorney may deem fit and proper.

21. This Power of Attorney is irrevocable and shall remain valid all through till a conveyance deed is executed in favour of the attorney or his nominee for the purpose of development, construction and marketing of entire project and for

Arijali Bhudwey

For Power of Attorney, P.R. Ltd. [Signature]

transfer of rights, title and interests with regard to share of Attorney as per terms of the Collaboration Agreement of even date.

- 22. GENERALLY to do all such acts, deeds and things, as my attorney may deem fit and proper so as to give effect to the powers mentioned hereinabove to complete the project.
- 23. All lawful acts, deeds and things done or caused to be done by my attorney shall be deemed to have been done for and on my behalf and shall have the same effect as if the same has been done by me personally and I do hereby state that all such acts, deeds and things shall be ratified by me.



WITNESS WHEREOF, the Executant has signed this Special Power of Attorney, this the 14th day of July 2016 at Palwal.

SIGNED AND DELIVERED BY THE WITHIN NAMED EXECUTANT

Anjali Bhardwaj

For M/s Suryansh Realtech Pvt. Ltd.
Director and Authorized Signatory

[Handwritten signature]

IN THE PRESENCE OF:



1. *[Signature]*
Om Parkash Numbardar
Vill. Assawati Palwal

2. *[Signature]*
Ramkishore Lumbardar
Vill. Fazalpur Palwal

ATTESTED PHOTO COPY

[Signature]
NOTARY Faridabad (India)

For Propex Realty Services Pvt. Ltd.
[Signature]
Director/ Auth. Signatory

ATTESTED AS IDENTIFIED

[Signature]
14-7-2016

NOTARY Faridabad (India)