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Non Judiciał		' ا	ndian-Non Ji Haryana G	udicial Star overnment	mp 👌	Date : 19/01/2023	
Certificate N	No. GF520234	*	GFS2023A	\$59*	Stamp Duty I	Paid : ₹ 1027500	
GRN No.	98459698	*	98459698*		Penalty :	₹0	
			Seller / First Pa	arty Detail	(His, diwer $\operatorname{Ord}_{\varphi})$		
Name:	Mast Ram Lohia	(ocher / First Pr	arty Detail			
H.No/Floor:	55	Sector/Ward	: R2	LandMark :	Cilumente		
City/Village :	Ghitorni	District :	South delhi	State :	Silver oak marg Delhi		
Phone:	80*****33	Others :		otate .			
		Bu	iver / Second P	arty Detail	E. C. E		
Name :	Lion infra Develop	pers Llp			回和能能的联		
	Tsf01/08	Sector/Ward	: 54	LandMark :	Ocus technopolis	colf course road	
City/Village:	Gurugram	District :	Gurugram	State :	Haryana	gon course road	
Phone :	99*****93		1	.1	0 0 0 -	1	
			Neg	NO=	1239	+	
Purpose : C	Collaboration Agree	ement			15/03	2023	
		COLI	LABORATIO	NAGREEM	ENT		
The auth	enticity of this docume				tone or on the website		

THIS COLLABORATION AGREEMENT is executed at Sohna on this 15th day of March, 2023

BETWEEN

(1) Mr. Mast Ram Lohia S/o Sh. Phul Chand AND (2) SmtSatyawatiW/o Sh. Mast Ram Lohia both residents of Farm -55, Road-2, Silver Oak Marg, Ghitorni,Gadaipur,South Delhi-110030, (hereinafter collectively called the 'Owners'which expression unless repugnant or opposed to the context thereof means and includes their heirs, successors, legal representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

AND

M/s Lion Infradevelopers LLP, having its registered office at Ocus Technopolis, 2nd Floor, Tower-B,TSF 01-08,Golf Course Road,Sector-54,Gurugram,Haryana-122011through its authorized person Mr. Sandeep Kumar Yadav(AADHAAR : 620002411290)who has been authorized to execute this Collaboration Agreement vide Board resolution dated 01.03.2023(hereinafter called the 'Developer'which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

Both the Owners and the Developer are collectively referred to as the "Parties" and individually referred to as the "Party".

Mari Saturati OR LION INFRADEVELOPERS LLP

Authorised Signatory

दिनांक:15-03-2023

		डीड सबंधी विवरण		
डीड का नाम AGREEMENT	COLLA	BORATION		
तहसील/सब-तहसील	सोहना			2
गांव/शहर	Sohna			
		धन सबंधी विवरण		
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स्टाम्प नं : GFS2023A	59	स्टाम्प की राशि 102	7500 रुपये	
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यह प्रलेख आज दिनाक 15-03-2023 दिन बुधवार समय 4:23:00 PM बजे श्री/श्रीमती /कुमारी

MAST RAM LOHIA पुत्र PHUL CHAND SATYAWATI पत्नी MAST RAM LOHIA निवास DELHI द्वारा पंजीकरण हेतु

प्रस्तुत किया गया |

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हस्ताक्षर प्रस्तुतकर्ता MAST RAM LOHIA SATYAWATI

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अ उप/सयुंक्त पंजीयन अधिकारी (सोहना) नयुक्त) सब रजिस्ट्राज स्रोहना

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी LION INFRADEVELOPERS LLP thru SANDEEP KUMAR YADAVOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीNARESH पिता SHRI KISHAN निवासी MANDAWAR व श्री/श्रीमती /कुमारी SHRICHAND NAMBERDAR पिता KUNDAN LAL निवासी ALIPUR ने की | साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी(सोहना) अयुवत सब रजिस्ट्र. स्पेहन

WHEREAS the Owners have represented to the Developer that the Owners are the absolute, full-fledged and lawful Owners in possession of the land bearing khewat/ Khata no.221/227 Rect No. 133 Killa No. 19/1/1 (4-11) 22(8-0) & Rect No. 142 Killa No.2 (8-0) total measuring 20 Kanal and 11 Marlasof the said land situated in the revenue estate of Village Sohna, Tehsil- Sohna, District Gurugram(hereinafter referred to as 'Said Land'):

AND WHEREAS the Owners have represented to the Developer that the Said Land is free from all types of loans charges, liens, encumbrances, litigations, notifications, defects etc. and the Owners have a perfect marketable title to the Said Land and are fully entitled to deal with the same in any manner deemed fit by them;

AND WHEREAS the Owners are desirous of getting developed a colony on the said land (hereinafter referred to as the 'said project') after obtaining the requisite licenses and getting the plans sanctioned/approved from the concerned Authorities underGroup Housing or Mixed Development under transit oriented development, Commercial Complex, New Integrated Licensing Policy and also under the Deen Dayal Jan Awas Yojna Policy -2016 and Affordable Housing Policy 2013 or any other permitted suitable policy;

AND WHEREAS the Owners want to collaborate with the Developer for the execution and completion of the said project and have approached the Developer for this purpose;

AND WHEREAS accordingly, the Developer has agreed to undertake the development of the said project on the said land on the terms and conditions hereinafter mentioned: -

- That the subject matter of this collaboration agreement between the Owners L. and the Developer is the said land admeasuring land bearing khewat/ Khata no.221/227 Rect No. 133 Killa No. 19/1/1 (4-11) 22(8-0) & Rect No. 142 Killa No.2 (8-0) total measuring 20 kanal and 11 Marlas of the said landsituated in the revenue estate of Village Sohna, Tehsil- Sohna, District Gurugramfor utilizing the same for development and construction of the same as may be permissible by the authorities.
- 2. That the Developer shall obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities for developing an Affordable Housing Policy 2013 and Deen Dayal Jan Awas Yojna Policy -2016 or any other permitted policy deemed suitable by the Developer.

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FOR LION INFRADEVELOPERS LLP

Authorised Signatory



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उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- MAST RAM LOHIA SATYAWATI दावेदार : Chru SANDEEPEKUMAR YADAVOTHERLION INFRADEVELOPERS de LLP गवाह 1 :- NARESH AUTON गवाह 2 :- SHRICHAND NAMBERDAR प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12397 आज दिनांक 15-03-2023 को बही नं 1 जिल्द नं 80 के पृष्ठ नं 77.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 94 के पृष्ठ संख्या 93 से 97 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

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दिनांक 15-03-2023

उप/सयुंक्त पंजीयन अधिकारी(सोहना) नयुक्त तब रजिस्ट्रन श्रीहन

- That the zoning and other Plans for the said Project shall be as deemed appropriate by the Developer.
- 4. That the Developer shall proceed to have suitable design, model and/or plans prepared for the said Project and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana-RERA and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the development and construction on the said land of the said Project in accordance with applicable zonal plans/ revised layout subsequent to execution of this agreement.
- That the responsibility of performance of all the legal compliances including RERA of their respective share shall be of respective parties as per applicable law.
- That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority till obtaining of license shall be wholly to the account of the Developer.
- 7. That all statutory fees and charges incidentals including scrutiny fees, conversion charges and all type of charges relating to obtaining of license shall be paid by the Developer. The Developer shall be entitled to recover the EDC/IDC paid by it to the concerned authority/department against Owner's Allocation. The cost of raising of construction shall be incurred by the Developer. All charges for furnishing bank guarantees or any other additional charges payable to any department, office or authority for the said project including services like water, sewerage or electricity supply shall be borne by the Developer.
- That the Developer shall be entitled to immediately apply for obtaining Letter of Intent and licence for developing the proposed project on the said land. The Developer may at its option get any project sanctioned on the said land.
- 9. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owners, after this date the same shall be the exclusive responsibility of the Developer till the completion of development. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective ownership in the developed property as mentioned herein under.

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 That in consideration of the Owners providing the said land and Developer developing the said project thereupon, the parties have agreed in the following manner: -

That the Developer shall allot to the Owners developed plotted area equivalent to 3600 sq. yards residential /plotted area out of the said land measuring area which is approx. 2.56 acres.

- 11. That upon the Owners receiving their entitlement in the said project, the Developer shall be entitled to get the licence/ LOI or any other sanctions granted in the name of the Owners transferred either in its favour or in favour of its nominee(s) and the Owners shall not object thereto in any manner.
- 12. That the Developer shall be entitled to obtain loans/ financial assistance from banks/ financial institutions by placing the said land as security and / or by mortgaging the same and the Owners shall not be entitled to object thereto in any manner. The actual, physical and vacant possession of the land in question has been handed over by the Owners to the Developer simultaneously with the execution of this Collaboration Agreement. That it is mutually agreed by the both parties that the Owner's allocated area will remain in the form of residential component only of the said project. The Developer will obtain the license in respect of the said land from the concerned authority within 2 years and the developer shall allot the plots within 2 years plus 6 months grace period from the date of obtaining HRERA certificate of the project.
- 13. That the Owners 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 it all the authority of the Owners as may be necessary in the discretion of the Developer for obtaining the requisite licence, permissions, sanctions and approvals and for making development, construction and completion of the said project on the said land.
- 14. The Agreement shall be valid and subsisting and shall beirrevocable and no modification/alteration etc. in the terms & conditions of the Agreement shall be undertaken, except without obtaining prior approval of the DTCP.
- 15. That this agreement hereby devolves all necessary rights and entitlements upon the Developer to build upon the said land proposed Project in accordance with the terms of this agreement and to own the land underneath the said project and all common facilities therein. The Owners shall not be entitled to cancel any of the documents executed by them in favour of the Developer.
- That all expenses for execution and registration of sale deed and transfer of licence shall be borne exclusively by the Developer.

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- 17. That the Developer shall apply for license for development of said Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to execution of this Collaboration Agreement. The Developer shall complete all formalities for obtaining licence. In case the permission for change of land use / licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the Developer is unable to obtain the requisite permission for development of the said land, the Owners shall have no claims against the Developer.
- 18. That in case any amount / fees / bank guarantee deposited by the Developer / any other authority is refunded to the Owners, the same shall be returned to the Developer within ten days of the receipt of the same and in the event of any delay beyond this period, the Owners shall pay an interest @ 18% per annum on the amounts so received along with the said amount.
- 19. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the said project, it is the condition of this agreement that the Owners / or their nominee(s) or their legal heirs will not cancel or back out and/or withdraw from this Collaboration Agreement and the same is irrevocable. In the event of default on the part of the Owners, the Developer besides its other rights will be entitled to get the said agreement fulfilled / enforced through process of law at the costs and expenses of the Owners.
- 20. That advertisements would be required to be published in newspapers for the purpose of sale of the said project. The Developer shall be competent and entitled to get the advertisements published to comply with the policy. The Developer shall also be entitled to deal and interact with the concerned government officials to finalize the date of draw of lots for allocation/sale of units in the said Project. All expenses for advertisement, finalization of date of draw of lots etc. shall be borne by the Developer.
- 21. The Parties agree that all sales and marketing decisions and policies including designing of marketing collaterals, timing, selling rates, payment plans, timelines, brokerages, digital or physical events, leasing, renting etc. and all other decisions pertaining to marketing of the Project shall be taken by the Developer under its brand/logo.
- 22. That the entire sale proceeds/ realizations/ interest/ penalties received from the allottees of the project shall belong exclusively to the Developer and the Owners shall have no concern therewith at all. In case FAR is increased by the authorities, the benefit thereof shall accrue exclusively to the Developer.

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- 23. That the Owners and Developer shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as their respective entitlement/sale proceeds from the project are concerned.
- 24. That Owners have declared and represented to the Developer that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever or no notice of requisition or acquisition has been received by the Owners and that the Owners shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The Developer has entered into this agreement relying/ acting upon these declarations and representations/ undertakings of the Owners.
- 25. That if the said land or any part thereof comprised in and the subject matter of this agreement belonging to the Owners is lost on account of any defect in the Owners title or any litigation started by any one claiming through the Owners or any one claiming title paramount to the Owners or on account of any other cause or cases whatsoever including outstanding (s), claim (s), taxes etc., on the Owners, in that event the Owners shall be liable to recoup the Developer for all losses and damages that may be caused to the Developer. The Owners expressly agree to keep the Developer and the intending buyers of whole or part of the Developer share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers may sustain or incur by reason of any defect in title of the Owners.
- 26. That the Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said project and / or booking and sale of apartments and project.
- 27. That on execution of this Collaboration Agreement, the Developer shall be entitled to deal with the entire said land as deemed fit by it including but not limited to survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land, to enclose the said land by means of barbed wire fencing/ sheet fencing/ boundary wall. The Developer shall be at liberty to put up its sign boards upon the said land

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wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have site office in any part of the said land.

- 28. That this Collaboration Agreement is not and shall not however be deemed or construed 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.
- That the Owners shall provide all information and original documents 29. including title documents as may be required by the Developer in connection with the said Project and shall render all possible assistance and sign all applications, representation, petitions, indemnities, affidavits, plans and such other documents including power of attorney(ies), either in their own name or in the name of any of their nominees for the purposes of the submission to the Director, Town and Country Panning-Haryana, HSVP, Municipal Committee and/or any other Government statutory authority to enable it to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the execution and complete the said project including the applications for obtaining licenses and getting sanctioned the plans and or to carry out any modification or amendment therein, for obtaining controlled building material, for getting installed electric connections, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this Agreement.
- 30. That the Owners have executed irrevocable registered General Power of Attorney in favour of the Developer /it's nominee(s), simultaneously to the execution of the present agreement as well as irrevocable notarized Special Power of Attorney The Owners shall not be entitled to revoke the said Power of Attorneys.
- 31. That it is, however, further agreed that by virtue of the power of attorneys granted by the Owners in favour of the Developer or any of its nominees, if any documents are executed and receipts issued by the Developer for and on behalf of the Owners so as to confer title of any part of the Developer's share on any person or persons, then the same shall conclusively bind both the parties.
- 32. That the Owners further agree and undertake to keep the said land free from all the encumbrances till the full implementation of the said Project.
- 33. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and

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things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

- 34. That after receipt of their entitlement, the Owners shall be bound as and when called upon by the Developer to execute any requisite documents and to do all such acts, deeds and things as may be required at the costs and expenses of the Developer for transfer of license, sanction and approvals in favour of the Developer or its nominee(s). After receipt of their entitlement, the Owners undertake to execute all such documents and to do all such acts, deeds and things as may be required for transfer of license failing which the Owners undertake to indemnify the Developer / persons claiming through or under the Developer for all types of losses and damages that may be caused to the Developer on account of non-fulfillment or promises made by the Owners. In such event the Developer / persons claiming through or under the Developer may recover such losses and damages from the Owners and their properties. In case the Owners would back out of their obligations in any manner, the Developer shall also be entitled to have this agreement enforced through process of law entirely at the cost and expense of the Owners.
- 35. That the partiers hereto have agreed and undertaken to pay their separate tax and / or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that: -
 - a) each of the parties hereto have undertaken obligations and have rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - b) each of the parties hereto shall bear and pay their own respective income tax and all other taxes in respect of the realization received by each of them under these presents.
- 36. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
- 37. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

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38. That any mutual differences or disputes between the parties shall be resolved by mutual discussions and negotiations failing which the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996/ applicable statute. The seat of arbitration shall be at Gurgaon. The High Court of Punjab & Haryana at Chandigarh and the courts at Gurugram alone shall have the jurisdiction in respect of the arbitration matters.

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

WITNESSES Shert

भी तिंद वृध्दसातः भेव मसीपुष १८४१३२ २००२ नेतरम प्रायनेन

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Naresh S/o Shri Kis. Vill.- Mandawar

Owners Ol ce es satbucti

Developer

(Authorized Signatory)

FOR LION INFRADEVELOPERS LLP

3-12 Authorised Signatory



Government of Haryana
Department of Revenue and Disaster Management
Sub Registrar Office, Sohna

Time: 15:50:26 Dated: Mar 24, 2023 Appointment Slip Shri / Smt **Kishor Kumar Bharti** Sohna Sohna, Guruqram Subject: Appointment for registration of AGREEMENT Deed As requested by you regarding registration of COLLABORATION AGREEMENT deed, your appointment has been scheduled with following Details:-Serial No: Token No: 02824032023035013000 18 Transaction Amt: Rs. 188250000 Property ID: Date & Time: Mar 27, 2023 10:14 Appointment Type: Jharkhand Address: Appointment Fee & Charges (Incl. Tatkal if any) Stamp Details Postage Stamp No **Issue Date** Value **Appointment Fee** Total Type ₹ 3765000.00 EStamp GFV2023C7 22-Mar-23 Rs.0.00 ₹ 0.00 3 Please bring the following documents to prove your identity in support of your Deed. Lion Infor Colum **ID Number:** ID Proof: Aadhar XXXX-XXXX-3918 to -Place Important: 1. If the property does not have permanent Property Id assigned to it, The Property Id provided above will serve as Temporary Property Id. Please keep it safe and mention it on the deed. 2. Any sort of discrepency in data provided while booking appointment will lead to failure of deed registration. Khasra Details Kanal/Bigha Marla/Biswa Khewat Khatoni Mustil Khasra 222 25/2/2 0 6 228 132 0 1 222 228 133 20/1/1 21/2/2 5 11 222 228 133 0

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FOR LION INFRADEVELOPERS U.P.

Authorised Signator Disclaimer: Your appointment is subject to availability of Sub-Registrar. Your appointment date and time can be changed on the discretion of administration. NIC assumes no responsibility in any form for the apointment.



DDO Code: 0362	E - CHALLAN Government of Harya	Candidate Copy	DDO Code: 0362	E - CHALLAN Government of Harya	AG/ Dept Copy
Valid Upto: 29-0 23-0	3-2023 (Cash) *010063 3-2023 (Chq./DD)	4236*		3-2023 (Cash) *01006 3-2023 (Chq./DD)	34236*
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0030-03-104-97-51	Pasting Fees	10	0030-03-104-97-51	Pasting Fees	1
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PAN No:			PAN No:		
Tenderer's Name:	Sub Registrar		Tenderer's Name:	Sub Registrar	
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Bank CIN/Ref No: Payment Date:	000150909871822032 22/03/2023	:023	Bank CIN/Ref No: Payment Date:	00015090987182203 22/03/2023	2023
Bank:	SBI Aggregator		Bank:	SBI Aggregator	
Status:	Success		Status:	Success	

* Note :->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD. -

DDO Code: 0352	E - CHALLAN Government of Hary	Candidate (Сору	DDO Code:
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* Note :->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.



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Name :	Lion infra Devel	lopers Llp		and the second sec	EL ANGLES 74	π.
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^o urpose: (Collaboration Ag	reement				2855
					2-	03/2023

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is executed at Gurugram on this 27 day of March 2023

BETWEEN

M/S Nitika Propmart Private Limited (Pan No.AADCN0275C), a company incorporated under the Companies Act 1956, having its office at Plot No.10, 3rd floor ,Local Shopping Complex,B1,Vasant Kunj,Delhi-110070, through its Authorized person Mr. Kishor Kumar Bharti (Aadhaar: 400262243918)_who has been authorized to execute this Collaboration Agreement vide Board Resolution dated 21.03.2023, and appear and present it for registration before Registrar/Sub-Registrar (hereinafter called the "Land Owner-1" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) of the FIRST PART

Nitika Propmart Private Limited

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Mr. Jatin Lohia s/o of Ravinder Singh Lohia (Aadhaar: 334947667093), resident of Farm House No-30, Road No-1, Silver Oak, Farms, Ghitorni, Gadaipur, South Delhi-110030 (hereinafter collectively called the 'Land Owner -2'which expression unless repugnant or opposed to the context thereof means and includes their heirs, successors, legal representatives, nominees and permitted assigns etc.) of the SECOND PART

AND

M/S Lion Infradevelopers LLP,(PAN: AAFFL2924B) is incorporated under the Liability Partnership Act, 2008 having its registered office at Ocus Technopolis, 2nd Floor, Tower-B, TSF 01-08, Golf Course Road, Sector-54,Gurugram, Haryana-122011 through its authorized person Mr. Sandeep Kumar Yadav (Aadhaar: 6200 0241 1290) who has been authorized to execute this Collaboration Agreement vide Board resolution dated 21.03.2023 and appear and present it for registration before Registrar/Sub-Registrar(hereinafter called the 'Developer' which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) of the THIRD PART

Both the Land Owners and the Developer are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the M/S Nitika Propmart Private Limited herein referred Land Owner-1/First Part is the absolute, full-fledged, and lawful Owner in possession of land bearing Rect No. 132 Killa No. 25/2/2 (0-6), Rect No. 133 Killa No. 20/1/1 (0-1), 21/2/2 (5-11) ,Rect No. 142, Killa No. 1 (8-0), 9/2 (4-0), 10 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), & Rect No. 143, Killa No. 5/2/2 (6-7), 6 (8-0), 14/2 (0-7), 15/1 (6-14) total measuring 71 kanals and 6 Marla (approx. 8.9 acres) (hereinafter referred to as the Said Land") situated in the revenue estate of Village Sohna Sector-6, Tehsil- Sohna ,District, Gurugram.

WHEREAS the Mr. Jatin Lohia herein referred Land Owner-2/Second Part is the absolute, full-fledged and lawful Owner in possession of the land bearing. Rect No. 142 Killa no. 9/1 (4-0) total measuring 4 Kanal and 0 Marla (approx. 0.5 acres) of the said land situated in the revenue estate of Village Sohna, Tehsil- Sohna, District Gurugram (hereinafter referred to as 'Said Land');

Nitika Propmart Private Limited Km K Buti Authorised Signatory



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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12855 आज दिनांक 27-03-2023 को बही नं 1 जिल्द नं 100 के पृष्ठ नं 149.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 91 के पृष्ठ संख्या 5 से 8 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

उप/सयुंक्त पंजीयन अधिकारी(सोहना) नयुवत सब रजिस्ट्रा॰ सोहना

दिनांक 27-03-2023

AND WHEREAS the Land Owners have represented to the Developer that the Said Land is free from all types of loans charges, liens, encumbrances, litigations, notifications, defects etc. and the Land Owners has a perfect marketable title to the Said Land and are fully entitled to deal with the same in any manner deemed fit by them;

AND WHEREAS the Land Owners are desirous of getting developed a colony on the said land (hereinafter referred to as the 'said project') after obtaining the requisite licenses and getting the plans sanctioned/approved from the concerned Authorities under Group Housing or Mixed Development under transit oriented development, Commercial Complex, New Integrated Licensing Policy and also under the Deen Dayal Jan Awas Yojna Policy -2016 and Affordable Housing Policy 2013 or any other permitted suitable policy;

AND WHEREAS the Land Owners want to collaborate with the Developer for the execution and completion of the said project and have approached the Developer for this purpose;

AND WHEREAS accordingly, the Developer has agreed to undertake the development of the said project on the said land on the terms and conditions hereinafter mentioned: -

- That the subject matter of this collaboration agreement between the First Part M/S Nitika Propmart Private Limited is the absolute, full-fledged and lawful Owner in possession of land bearing Rect No. 132 Killa No. 25/2/2 (0-6), Rect No. 133 Killa No. 20/1/1 (0-1), 21/2/2 (5-11) , Rect No. 142, Killa No. 1 (8-0), 9/2 (4-0), 10 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), & Rect No. 143, Killa No. 5/2/2 (6-7), 6 (8-0), 14/2 (0-7), 15/1 (6-14) total measuring 71 kanals and 6 Marla and the Second Part Mr. Jatin Lohia is the absolute owner of the land bearing Rect No. 142 Killa no. 9/1 (4-0) total measuring 4 Kanal and 0 Marla of the said land situated in the revenue estate of Village Sohna, Tehsil-Sohna, District Gurugram for utilizing the same for development and construction of the same as may be permissible by the authorities.
- 2. That the Developer shall obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions, and approvals of all competent authorities for developing an Affordable Housing Policy 2013 and Deen Dayal Jan Awas Yojna Policy -2016 or any other permitted policy deemed suitable by the Developer

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- That the zoning and other Plans for the said Project shall be as deemed appropriate by the Developer.
- 4. That the Developer shall proceed to have suitable design, model and/or plans prepared for the said Project and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana-RERA and/or such other authorities as may be concerned in the matter for obtaining the requisite licence, permissions, sanctions and approvals for the development and construction on the said land of the said Project in accordance with applicable zonal plans/ revised layout subsequent to execution of this agreement.
- That the responsibility of performance of all the legal compliances including RERA of their respective share shall be of respective parties as per applicable law.
- 6. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority till obtaining of license shall be wholly to the account of the Developer.
- 7. That all statutory fees and charges incidentals including scrutiny fees, conversion charges and all type of charges relating to obtaining of license shall be paid by the Developer. The Developer shall be entitled to recover the EDC/IDC paid by it to the concerned authority/department against Land Owners's Allocation. The cost of raising of construction shall be incurred by the Developer. All charges for furnishing bank guarantees or any other additional charges payable to any department, office or authority for the said project including services like water, sewerage or electricity supply shall be borne by the Developer.
- That the Developer shall be entitled to immediately apply for obtaining Letter of Intent and licence for developing the proposed project on the said land. The Developer may at its option get any project sanctioned on the said land.

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- 9. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Land Owners, after this date the same shall be the exclusive responsibility of the Developer till the completion of development. Thereafter, the same shall be borne by Land Owners and Developer jointly in proportion of their respective Land Owners ship in the developed property as mentioned herein under.
- That in consideration of the Land Owners providing the said land and Developer developing the said land thereupon, the parties have agreed in the following manner: -
 - (a) That the Developer shall allot to the Land Owner-1 (herein referred First Part) to as developed plotted area equivalent to 5300 sq. yards Residential /plotted area out of the said land measuring area which is approx. 8.9 acres.
 - (b) That the Developer shall allot to the Land Owner-2 (herein referred Second Part) developed plotted area equivalent to 300 sq. yards Residential /plotted area out of the said land measuring area which is approx. 0.5 acres.
- 11. That upon the Land Owners receiving their entitlement in the said project, the Developer shall be entitled to get the licence/ LOI or any other sanctions granted in the name of the Land Owners transferred either in its favour or in favour of its nominee(s) and the Land Owners shall not object thereto in any manner.
- 12. That the Developer shall be entitled to obtain loans/ financial assistance from banks/ financial institutions by placing the said land as security and / or by mortgaging the same and the Land Owners shall not be entitled to object thereto in any manner. The actual, physical and vacant possession of the land in question has been handed over by the Land Owners to the Developer simultaneously with the execution of this Collaboration Agreement. That it is mutually agreed by the both parties that the Land Owners' allocated area will remain in the form of residential component only of the said project.

13. That the Land Owners agree in accordance with the terms and Nitika Propmart Pconditions therein recorded, to place at the complete disposal of the ELOPERS LLP

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Developer the said land and to irrevocably vest in it all the authority of the Land Owners as may be necessary in the discretion of the Developer for obtaining the requisite licence, permissions, sanctions and approvals and for making development, construction and completion of the said project on the said land.

- 14. The Agreement shall be valid and subsisting and shall be irrevocable and no modification/alteration etc. in the terms & conditions of the Agreement shall be undertaken, except without obtaining prior approval of the DTCP.
- 15. That this agreement hereby devolves all necessary rights and entitlements upon the Developer to build upon the said land proposed Project in accordance with the terms of this agreement and to own the land underneath the said project and all common facilities therein. The Land Owners shall not be entitled to cancel any of the documents executed by them in favour of the Developer.
- That all expenses for execution and registration of sale deed and transfer of licence shall be borne exclusively by the Developer.
- 17. That the Developer shall apply for license for development of said Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to execution of this Collaboration Agreement. The Developer shall complete all formalities for obtaining licence. In case the permission for change of land use / licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the Developer is unable to obtain the requisite permission for development of the said land, the Land Owners shall have no claims against the Developer.
- 18. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the said project, it is the condition of this agreement that the Land Owners or their nominee(s) or their legal heirs will not cancel or back out and/or withdraw from this Collaboration Agreement and the same is irrevocable. In the event of default on the part of the Land Owners, the Developer besides its other rights will be entitled to get the said

Area

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agreement fulfilled / enforced through process of law at the costs and expenses of the Land Owners.

- 19. That advertisements would be required to be published in newspapers for the purpose of sale of the said project. The Developer shall be competent and entitled to get the advertisements published to comply with the policy. The Developer shall also be entitled to deal and interact with the concerned government officials to finalize the date of draw of lots for allocation/sale of units in the said Project. All expenses for advertisement, finalization of date of draw of lots etc. shall be borne by the Developer.
- 20. The Parties agree that all sales and marketing decisions and policies including designing of marketing collaterals, timing, selling rates, payment plans, timelines, brokerages, digital or physical events, leasing, renting etc. and all other decisions pertaining to marketing of the Project shall be taken by the Developer under its brand/logo.
- 21. That the entire sale proceeds/ realizations/ interest/ penalties received from the allottees of the project shall belong exclusively to the Developer and the Land Owners shall have no concern therewith at all. In case FAR is increased by the authorities, the benefit thereof shall accrue exclusively to the Developer.
- 22. That the Land Owners and Developer shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as their respective entitlement/sale proceeds from the project are concerned.
- 23. That Land Owners have declared and represented to the Developer that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever or no notice of requisition or acquisition has been received by the Land Owners and that the Land Owners shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The Developer has entered into this agreement relying/ acting upon these declarations and representations/ undertakings of the Land Owners .

24. That if the said land or any part thereof comprised in and the subject Nitika Propmart Primatterinoftethis agreement belonging to the Land Owners logis lost on ELOPERS LLP

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account of any defect in the Land Owners title or any litigation started by any one claiming through the Land Owners or any one claiming title paramount to the Land Owners or on account of any other cause or cases whatsoever including outstanding (s), claim (s), taxes etc., on the Land Owners , in that event the Land Owners shall be liable to recoup the Developer for all losses and damages that may be caused to the Developer. The Land Owners expressly agree to keep the Developer and the intending buyers of whole or part of the Developer share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers may sustain or incur by reason of any defect in title of the Land Owners .

- 25. That the Land Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said project and / or booking and sale of apartments and project.
- 26. That on execution of this Collaboration Agreement, the Developer shall be entitled to deal with the entire said land as deemed fit by it including but not limited to survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land, to enclose the said land by means of barbed wire fencing/ sheet fencing/ boundary wall. The Developer shall be at liberty to put up its sign boards upon the said land wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have site office in any part of the said land.
- 27. That this Collaboration Agreement is not and shall not however be deemed or construed 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.
- 28. That the Land Owners shall provide all information and original documents including title documents as may be required by the Nitika Propmart Private Limited

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Developer in connection with the said Project and shall render all possible assistance and sign all applications, representation, petitions, indemnities, affidavits, plans and such other documents including power of attorney(ies), either in their own name or in the name of any of their nominees for the purposes of the submission to the Director, Town and Country Panning-Haryana, HSVP, Municipal Committee and/or any other Government statutory authority to enable it to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the execution and complete the said project including the applications for obtaining licenses and getting sanctioned the plans and or to carry out any modification or amendment therein, for obtaining controlled building material, for getting installed electric connections, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this Agreement.

- 29. That the Land Owners have executed irrevocable registered General Power of Attorney in favour of the Developer /it's nominee(s), simultaneously to the execution of the present agreement as well as irrevocable notarized Special Power of Attorney .The Land Owners shall not be entitled to revoke the said Power of Attorneys and Collaboration Agreement.
- 30. That it is, however, further agreed that by virtue of the power of attorneys granted by the Land Owners in favour of the Developer or any of its nominees, if any documents are executed and receipts issued by the Developer for and on behalf of the Land Owners so as to confer title of any part of the Developer's share on any person or persons, then the same shall conclusively bind both the parties.
- 31. That the Land Owners further agree and undertake to keep the said land free from all the encumbrances till the full implementation of the said Project.
- 32. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
 Nitika Propmart Private Limited

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- 33. That after receipt of their entitlement, the Land Owners shall be bound as and when called upon by the Developer to execute any requisite documents and to do all such acts, deeds and things as may be required at the costs and expenses of the Developer for transfer of license, sanction and approvals in favour of the Developer or its nominee(s). After receipt of their entitlement, the Land Owners undertake to execute all such documents and to do all such acts, deeds and things as may be required for transfer of license failing which the Land Owners undertake to indemnify the Developer / persons claiming through or under the Developer for all types of losses and damages that may be caused to the Developer on account of non-fulfillment or promises made by the Land Owners . In such event the Developer / persons claiming through or under the Developer may recover such losses and damages from the Land Owners and their properties. In case the Land Owners would back out of their obligations in any manner, the Developer shall also be entitled to have this agreement enforced through process of law entirely at the cost and expense of the Land Owners .
- 34. That the partiers hereto have agreed and undertaken to pay their separate tax and / or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that: -
 - a) each of the parties hereto have undertaken obligations and have rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - b) each of the parties hereto shall bear and pay their own respective income tax and all other taxes in respect of the realization received by each of them under these presents.
- 35. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
- 36. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to

Nitika Propmart Private Limited Kan 14 Authorised Signatory



FOR LION INFRADEVELOPERS LLP





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applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

37. That any mutual differences or disputes between the parties shall be resolved by mutual discussions and negotiations failing which the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996/ applicable statute. The seat of arbitration shall be at Gurgaon. The High Court of Punjab & Haryana at Chandigarh and the courts at Gurugram alone shall have the jurisdiction in respect of the arbitration matters.

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

As per instructions both Parties first (my & Second Party M/S Nitika Propmart Private Limited graduel M/s Lion Infradevelopers LLP First Part/Land Owner-1 Third Part/Developer

Nitika Propmart Private Limited

KJm K- But Authorised Signatory

R LION INFRADEVELOPERS I

(Through its Authorized Signatory)

(Through its Authorized Signatory)

Mr. Jatin Lohia Second Part/Land Owner-2



Aujunt. 2. feijnet 10 Satbir No Sohna, Curugnan

WITNESSES:

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Naresh S/o Shri Kisha.. Vill.- Mandawar





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Purpose Calleboration

Signature.....

S. R. S. S.MA

y.J.

COLLABORATION AGREEMENT

This Deed of Collaboration Agreement is entered into on this 1st day of October 2013

BETWEEN

Smt Sukhpali W/o Sh. Satbir Singh S/o Sh. Mantaram resident of Village damdama. Tehsil Sohna Distt. Gurgaon hereinafter referred to as the "OWNER" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include his legal heirs, successors, assignees and nominees) of the ONE PART.

AND

M/s Nitika Propmart Private Limited, a company incorporated under the previsions of the Companies Act, 1956 and having its registered office at Plot No 10, 3rd Floor, L.S.C. B-1, Vasant Kunj New Delhi acting through Sh. Mahender Singh duly authorized by Board Resolution hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the OTHER PART.

RTI Supelfile.

दिनॉक 01/10/2013 प्रलेख नः 2817 डीड सबंधी विवरण डीड का नाम AGREEMENT गांव/शहर Sohna तहसील/सब-तहसील सोहना भवन का विवरण भूमि का विवरण सबंधी विवरण धन कुल स्टाम्प डयूटी की राशि 10.00 रुपये राशि 10,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये रजिस्द्रेशन फीस की राशि 100:00 रुपये स्टाम्प की राशि 10.00 रुपये (33: Service Charge: 100.00 रुपये Drafted By: D S Yadav Adv यह प्रलेख आज दिनॉक 01/10/2013 दिन मंगलवार समय 3:33:00PM बजे श्री/श्रीमती/कुमारी Sukhpali पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Satbir Singh निवासी Damdama द्वारा पॅंजीकरण हेतु प्रस्तुत किया गया। उप/सयँकत पुँजीयन अधिकारी हस्ताक्षर प्रस्तुतकर्ता सोहना औ Sukhpali उपरोक्त पेशक्तां व श्री/श्रीमती/कुमारी Thru- Mahender Singh दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने स्थमकरूसमझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकतां को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ramesh Chand Ex M C पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Sohna व श्री/श्रीमती/कुमारी Sheoraj पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Dharam Singh निवासी Dandama ने की। साक्षी नः 1 को हम नम्बरदार/अधिवर्क्ता के रूपुं, में जानते है तथा वह साक्षी नः2 की पहचान करता है। दिनॉक 01/10/2013 उप/सयुँक्त पँजीयन अधिकारी सोहमाब रजिस्ट्रार बाहना

The parties of the FIRST and the SECOND PART are hereinafter collectively referred to as "Parties" and individually as "the Party".

2:

- A. WHEREAS The Owner is the sole and absolute owner having land comprised in Khewat/Khata No. 132 bearing rect. No 143 kila no 4/2/2(0-7) 7/1/1(3-16) total land measuring 4 Kanal 3 Marla, in the revenue estate of Village Sohna, Tehsil Sohna District Gurgaon out of 90% share will be land owner and 10% share will be developers area in FSI (hereinafter referred to as the said "Land") and no person other than the owner has any right title or interest in the said land.
- B. The Owner has represented that he has absolute right, title and interest on the said Land free from all claim(s), charge(s), lien(s), adjustment(s), loan(s), mortgage(s), lease(s), prior agreement(s) /MOU(s), dispute(s), liability(ies), litigation(s), or notifications under the Land Acquisition Act or any other encumbrance of whatever nature and the said Land is eligible for development under the relevant laws of the State Of Haryana without any impediment of any nature as per the approved Master Plan.

AND WHEREAS the Developer and the Land Owner have executed this Collaboration Agreement whereby the Developer shall develop, construct & market Group Housing Colony project ("**Project**") on the said Land, including its own land, if any, which is contiguous to the said Land of the Land Owner subject to as under.

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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 2,817 आज दिनोंक 01/10/2013 को बही नः 1 जिल्द नः 2,079 के पृष्ठ नः 107 पर पैंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 568 के पृष्ठ सख्या 40 से 42 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनॉक 01/10/2013

उप/सयुँक्त पँजीयन अधिकारी

Sell

सोहना **शब** एजिस्ट्रार

IN WITNESS WHEREOF THE PARTIES HAVE AGREED TO THE FOLLOWING:

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In consideration of the said Land and mutual agreements and covenants, representations & warranties agreed to between the Parties (and which shall be incorporated in a detailed agreement to be executed between the Parties hereof if required by the Developer), and other good and valuable consideration. Second Party will give 90% FSI area to First Party after L.O.I. All expensed towards FSI will be beared by the SECOND PARTY. The FSI in the Project that may be achieved on the licensable area of the said land, subject to any other arrangement / transaction that may take place between the Parties and in such event this agreement shall stand modified accordingly.

The Developer shall have absolute rights, entitlements, title and ownership in the remaining [10]% of the of the FSI in the Project that may be achieved on the licensable area of the said land alongwith proportionate Land.

 The Land Owner has also executed appropriate power of attorneys in favour of the Developer for development/ constructions/ marketing and sale of the Project in terms of this Agreement. That the developer has agreed to pay, a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as Non-Refundable Security Deposit (NRSD) to the Owner in the following manner:

 A sum of Rs. 10,000/- (Rupees Ten Thousand Only) has been paid in cash to Smt Sukhpali

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS IRREVOCABLE AGREEMENT ON THIS 3rd DAY OF AUGUST 2012

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WITNESS

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भूतपूर्व उपप्रधान, नगर पालिका सोहना जि० गुडगांव (हरियाणा)

2. Sheo Raj Sto St. Dharam Sinch A. Demolana Tel. Solna

SIGNED AND DELIVERED BY Within named Land Owner

M/s Nitika Propmart Private Limited

(Authorized Signatory



Government of Haryana Department of Revenue and Disaster Management Sub Registrar Office, Sohna

Dated: Mar 28, 2023

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Ε.

Appointment Slip

Shri / Smt. Sandeep Kumar Yadav Sohna Sohna, Gurugram

Subject: Appointment for registration of AGREEMENT Deed

As requested by you regarding registration of AGREEMENT deed, your appointment has been scheduled with following Details:-

Serial No: 31 Rs. 101 Transaction Amt:

Mar 31, 2023 11:11 Date & Time:

Gurugram

Appointment Fee & Charges (Incl. Tatkal if anv)

Appointment i ee u oneigeo (men i engi)						
Appointment Fee	Postage	Total	Туре	Stamp No	Issue Date	Value
Rs.0.00		₹ 0.00	EStamp	GF282023C 109	28-Mar-23	₹ 101.00

Token No:

Property ID:

Appointment Type:

Please bring the following documents to prove your identity in support of your Deed.

ID Proof:

Address:

Aadhar

Important:

1. If the property does not have permanent Property Id assigned to it, The Property Id provided above will serve as Temporary Property Id. Please keep it safe and mention it on the deed.

Any sort of discrepency in data provided while booking appointment will lead to failure of deed registration.

Khasra Details							
Khewat	Khatoni	Mustil	Khasra	Kanal/Bigha	Marla/Biswa		
220	226	143	4/2/2	0	7		
220	226	143	7/1/1	3	16		

Disclaimer: Your appointment is subject to availability of Sub-Registrar. Your appointment date and time can be changed on the discretion of administration. NIC assumes no responsibility

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ID Number: XXXX-XXXX-1290

Stamp Details

RC to ched



02828032023044539000

13068

Time: 16:45:48

Judicial		۲	Indian-Non J Haryana G	udicial Stam Sovernment	Р 🍈	Date :	28/03/2023
Certificate No.	GF282023	3C109	*GF282023	3C109*	Stamp Duty	Paid: ₹10	01
GRN No.	No. 100583930		*10058393	Penalty :	₹0		
			Seller / First	Party Detail	C B C B C B C B C B C B C B C B C B C B		
Name:	Nitika Propmar	Pvt Itd					
H.No/Floor:	10/3 Sector/Ward : 00		LandMark :	Local shopping	complex		
City/Village :	Vasant kunj	Distri	ict : Delhi	State :	Delhi		
Phone:	98*****47	C	Buyer / Second	l Party Detail			
	Lion Infra Deve	100005-1000		LandMark :	Ocus technopol	is golf cours	e road
	Tsf01/08		/ard: 54	State :	Haryana	is guir cours	SC 1000
City/Village: Phone :	Gurugram 89*****85	Distri	ict : Gurugram	State .	TE SEALS	-	
Purpose : /	Assignment Agr	eement		(F)	Star /	1000	
The aut	henticity of this doc	ument can be v	verified by scanning this C	DrCode Through smart p	OHN A	ite https://egra	shry.nic,in

ASSIGNMENT AGREEMENT

This assignment agreement is made and executed at Gurugram, Haryana on this ____ day of March 2023;

BY AND AMONGST

M/s Nitika Propmart Private Limted (Pan No.AADCN0275C), a company incorporated under the Companies Act 1956, , having its office at Plot No.10, 3rd floor ,Local Shopping Complex,B1,Vasant Kunj,Delhi-110070 , through its Authorized person **Mr. Kishor Kumar Bharti (aadhaar: 400262243918)** who has been authorized to execute this Assignment Agreement vide Board Resolution dated 21.03.2023 , which term and expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, executors, nominees and permitted assigns) of the **FIRST PART**;.

Nitika Propmart Private Limited K71m 14 Authorised Signatory



FOR LION INFRADEVELOPERS LLP

प्रलेख न:13068	दिनांक:31-0	दिनांक:31-03-2023		
डीड का नाम AGREEN तहसील/सब-तहसील सोहना	डीड सबंधी विवरण IENT			
गांव/शहर Sohna	धन सबंधी विवरण			
राशि 101 रुपये स्टाम्प नं : GF282023C109 'रजिस्ट्रेशन फीस की राशि 100	स्टाम्प इयूटी की राशि 100 रुपये स्टाम्प की राशि 101 रुपये EChallan:100972891 पेस्टिंग शुल्क 3 रुपये			
रूपये Drafted By: Sandeep Kumar ADV	Service Charge:200			

MS Nitika Propmart Private Limitedthru Kishor Kumar BhartiOTHER निवास Plot No 10, 3rd Floor, Local Shopping Complex: B1, Vasant Kunj, Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

Nitika Propmart Private Limited

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हस्ताक्षर प्रस्तुतकर्ता MS Nitika Propmart Private Limited

उप/सयुंक्त पंजीयन अधिकारी (सोहना) सयुक्त सब रजिस्ट्रान

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS Lion Infradevelopers LLP thru Sandeep Kumar YadavOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों की दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीNaresh पिता .. निवासी Mandawar व श्री/श्रीमती /कुमारी Shri Chand पिता ..

निवासी Alipur ने की |

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

उप/सयुंक्त पंजीयन अधिकारी(सोहना)

Authorised Signatory

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M/s Lion Infradevelopers LLP, is incorporated under the Liability Partnership Act, 2008 having its registered office at Ocus Technopolis, 2nd Floor, Tower-B, TSF 01-08, Golf Course Road, Sector-54, Gurugram, Haryana-122011 through its authorized person Mr. Sandeep Kumar Yadav (aadhaar: 620002411290) who has been authorized to execute this Assignment Agreement vide Board resolution dated 21.03.2023 and appear and present it for registration before Sub-Registrar (hereinafter called the "Developer") which term and expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, executors, nominees and permitted assigns) of the SECOND PART;

AND

Mrs. Sukhpali W/o Sh. Satbir Singh S/o Sh. Mantaram Resident of Village Damdama, Tehsil Sohna, District Gurugram who is hereby by the Registered GPA vide vasika No. 88 dates 01-10-2013 in Favor of M/s Nitika Propmart Pvt. Ltd (First Part), Mrs. Sukhpali through its authorized person Mr. Kanhaiya Lal Sharma (aadhaar: 213035255287) who has been authorized to execute this Assignment Agreement vide Board resolution dated 21.03.2023 and appear and present it for registration before Sub-Registrar (which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, and permitted assigns) of the CONFIRMING PART

Mrs Sukhpali "Confirming Party" and M/s Lion Infradevelopers LLP /Developer are hereinafter collectively referred to as 'Parties' and individually referred to as 'Party'.

WHEREAS the Confirming Party and M/s Nitika Propmart Pvt. Ltd had entered into a Collaboration Agreement bearing Vasika No. 2817 dated 1st October, 2013 registered before the Sub-Registrar at Sohna, Gurugram and Supplementary Agreement Vasika No. 11361 dated 07th February 2023 to the Collaboration Agreement registered before the Sub-Registrar at Sohna, Gurugram with respect to development of all that piece and parcel of land Khewat/Khatta No. bearing Land Rect. No. 143 Killa No. 4/2/2(0-7), 7/1/1(3-16) total land admeasuring 4K-3M (approx. 0.51875 acres) (" Herein referred to as Said Land") on the terms and conditions stated in the Agreement and the Addendum are

Nitika Propmart Private Limited

Jm 14 Authorised Signatory



FOR LION INFRADEVELOPERS LLP

Just or Signatory

Book No. Reg. Year Reg. No. 2022-2023 1 13068 गवाह पेशकर्ता दावेदार to the use उप/सयुंक्त पंजीयन अधिकारी Ki)m K Busti पेशकती :- thru Kishor Kumar BhartiOTHER MS Nitika Propmart Private Limited दावेदार :- thru Sandeep Kumar YadavOTHERMS Lion Infradevelopers LLP गवाह 1 :- Naresh ______ गवाह 2 :- Shri Chand प्रमाण पत्र प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13068 आज दिनांक 31-03-2023 को बही नं 1 जिल्द नं 101

प्रमाणित किया जाता है कि यह प्रलेख क्रमाक 13068 आज दिनाक 31-03-2023 को बही न 1 जिल्द न 101 के पृष्ठ न 2.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न 99 के पृष्ठ संख्या 53 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 है |

उप/सयुंक्त पंजीयन अधिकारी(सोह्ना) दिनाक 31-03-2023 सयुवत सब ा

Honsed Signator

hereinafter collectively referred to as "Assignment Agreement .

WHEREAS, M/s Lion Infradevelopers LLP has approached M/s Nitika Propmart Pvt. Ltd for transfer of the development rights in accordance with the condition set out in the Collaboration Agreement dated 01st October 2013, Registered GPA dated 01st October 2013, and as mutually agreed upon by and between the Parties, the Confirming Party's desire to confirm the aforesaid transfer of Development Rights on the terms and Ot conditions as set out in this Supplementary Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Assignment Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

- That the words and expressions used herein and not defined in this Supplementary Agreement but defined in the Assignment Agreement shall have the same meaning as respectively ascribed to them in the Assignment Agreement and shall apply mutatis mutandis to this Assignment Agreement.
- 2. Upon transfer of the rights, interest, entitlements, and obligations by M/s Nitika Propmart Pvt. Ltd in favor of M/s Lion Infradevelopers LLP in accordance with this Assignment Agreement, M/s Lion Infradevelopers LLP shall be entitled to develop the Said Land for any purpose as may be allowed by DTCP, Haryana-RERA, including but not limited to Affordable Housing Policy -2013 and Deen Dayal Awas Yojna ,2016, Group Housing or Mixed Development under transit oriented development, Commercial and Residential Complex, New Integrated Licensing Policy and any other permitted policy and in terms of the Assignment Agreement as may be permitted under the Applicable Law.
- 3. It is hereby clarified that for all purposes, in terms of the transfer of the rights, interest, entitlements, and obligations by M/s Nitika Propmart Pvt. Ltd in favor of M/s Lion Infradevelopers LLP in accordance with this Assignment Agreement, the term 'Developer' under the Assignment Agreement shall mean " M/s Lion Nitika Propmart Private Limited

Authorised Signatory

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FOR LION INFRADEVELOPERS LLP al Authorised Signatory

Infradevelopers LLP".

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- 4. Now, upon request of M/s Lion Infradevelopers LLP and relying on the representations, warranties, covenants, and indemnities provided by M/s Nitika Propmart Pvt. Ltd and Mrs. Sukhpali "Confirming Party under this Assignment Agreement, the Confirming Party has agreed to accord their consent for the transfer of Development Rights on the terms and conditions as set out in this Assignment Agreement.
- 5. M/s Nitika Propmart Pvt. Ltd agrees and acknowledges that the transfer of the development rights, interest, entitlements, and exclusive possession of Said Land to M/s Lion Infradevelopers LLP is happening on 'as is where is basis' and it shall not make any claim, of any nature whatsoever, against the Confirming Party in relation to the transfer of development rights, interest, entitlements, and exclusive possession of Said Land on the terms and conditions set out herein.
- 6. M's Nitika Propmart Pvt. Ltd shall not have any right, interest, claim against the Confirming Party arising from the Assignment Agreement and M/s Nitika Propmart Pvt. Ltd hereby unconditionally and absolutely waives, releases, acquits and discharges the Confirming Party from any and all claims, liabilities, demands, cause of actions, costs, expenses, attorney's fees, damages, losses, indemnities and obligations in law, equity or otherwise, known, or unknown, disclosed, or undisclosed, arising from or in any way related to the Assignment Agreement . M/s Nitika Propmart Pvt. Ltd shall not have any right, title, or interest, of any nature whatsoever, in the Said Land and, or, under the Assignment Agreement .
- 7. M/s Nitika Propmart Pvt. Ltd shall be responsible and liable for any and all acts actions/ omissions undertaken by M/s Nitika Propmart Pvt. Ltd prior to execution of this Agreement and in this regard M/s Lion Infradevelopers LLP shall keep the Confirming Party fully indemnified and harmless in relation to the same.

8. In pursuance of the transfer of the development rights, interest, entitlements, and Nitika Propmart Private Limited

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FOR LIGH INFRADEVELOPERS LLP

exclusive possession of Said Land to M/s Lion Infradevelopers LLP in accordance with the terms set out in this Assignment Agreement, M/s Lion Infradevelopers LLP shall be solely and exclusively liable to undertake construction and development of the Project in accordance with the terms and conditions set out UNA the Assignment Agreement and Applicable Law.

- 9. Simultaneously with transfer of the development rights, interest, entitlements, and exclusive possession of Said Land to M/s Lion Infradevelopers LLP, in accordance with the terms set out in this Assignment Agreement, an irrevocable Power of Attorney has been executed and registered in favor of M/s Lion Infradevelopers LLP for performance of, including but not limited to the development and construction works on the Said Land, liaise with government authorities, seek various permissions/approvals, deposit fee/charges, file application/affidavit, receive and appropriate money from allottees in its name, executed various documents for loan/advance/mortgage and get registered Agreement to Sell, Conveyance Deed, etc.
- 10. This Assignment Agreement shall always be read with the Supplementary Agreement. All the terms and conditions in the Assignment Agreement (read with all and any annexure, amendments, thereto) shall remain in full force and effect and shall be supplemented by this Assignment Agreement.
- That all the provisions under the Assignment Agreement shall apply to this Supplementary Agreement as if the same are specifically set out herein.
- 12. This Assignment Agreement shall be deemed to be effective from the date of its execution. This Assignment Agreement shall run concurrently with this aforesaid Agreements . It is further agreed that for the matters not covered under the Supplementary Agreement, the Assignment Agreement would supplement this Supplementary Agreement and read in conjunction with the Assignment Agreement .

Nitika Propmart Private Limited

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- The Developer shall be responsible for the compliance of terms and conditions of LOI/License and provisions of Haryana Development and Regulation of Urban Area Act and Rules, 1975 & 1976.
- 14. The Agreement shall be valid and subsisting and shall be irrevocable and no modification/alteration etc. in the terms & conditions of the Agreement shall be undertaken, except without obtaining prior approval of the DTCP.
- 15. M/s Nitika Propmart Pvt. Ltd will always be responsible and shall bear all liability, either directly or indirectly for all stamp duty and registration charges, which may become applicable as a result of the attornment made through the execution of this Assignment Agreement in accordance with the Assignment Agreement and M/s Lion Infradevelopers LLP shall at all times keep Confirming Party indemnified against any direct claims comma demands or actions in respect thereof.
- 16. In addition to the indemnities provided under the Assignment Agreement, M/s Lion Infradevelopers LLP& M/S Nitika Propmart Pvt. Ltd shall, jointly and severally, keep indemnified, defend, and hold harmless the Confirming Party and their respective directors, representatives, officers, employees, and agents against any and all losses, expenses, claims, costs, damages, fines, penalties, legal costs, etc. suffered, arising out of, or which may arise in connection with the Assignment Agreement and this Assignment Agreement and more specifically suffered by the Confirming Party on account of the following:
 - Any of the representations, warranties, statements, and assurances made by Parties is found to be false, fraudulent, or misleading;
 - (ii) Any acts or omissions by M/s Nitika Propmart Pvt. Ltd under the Assignment Agreement prior to the date of execution of this Assignment Agreement;
 - (iii) Any breach of the terms and conditions of this Assignment Agreement by any of the Parties;

Nitika Propma (Private Entring of this Assignment Agreement by the Parties and the FOR LION INFRADEVELOPERS LLP Authorised Signatory Confirming Parties; and

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- Any breach and/or non-compliance of Applicable Law by the Parties in (v) relation to transfer of development rights by M/s Nitika Propmart Pvt. Ltd in favour of M/s Lion Infradevelopers LLP on the terms and conditions set out in this Assignment Agreement .
- Notwithstanding anything contained herein, M/s Nitika Propmart Pvt. Ltd and 17. M/s Lion Infradevelopers LLP shall be solely responsible for obtaining any and all approvals as may be required in relation to transfer of development rights, interest, entitlements, and exclusive possession of Said Land to M/s Lion Infradevelopers LLP and at all times shall keep Confirming Party indemnified against any claims, demands or actions in respect thereof. Further, any and all tax liabilities arising on account of transfer of development rights, interest, entitlements, and exclusive possession of Said Land to M/s Lion Infradevelopers LLP .shall be solely borne by M/s Lion Infradevelopers LLP and M/s Lion Infradevelopers LLP and at all times shall keep Confirming Party indemnified against any claims, demands or actions in respect thereof.
- M/s Nitika Propmart Pvt. Ltd and M/S Lion Infradevelopers LLP agrees and 18. undertakes that the Confirming Party shall have no responsibility, of any nature whatsoever, in relation to transfer of development rights, interest, entitlements and exclusive possession of Said Land to M/s Lion Infradevelopers LLP and the role of under this Assignment Agreement is only to confirm the Confirming Party transfer of development rights, interest, entitlements and exclusive possession of Said Land to M/s without undertaking or assuming any obligations in relation to the same.
- This Assignment Agreement shall not be revoked or cancelled and shall be binding 19. on the Parties and their successors, administrators, liquidators, and assigns. The Parties and/or their nominee shall not revoke, cancel or back-out and/or withdraw from this Assignment Agreement under any circumstances.

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- If, any provision of this Assignment Agreement shall be determined to be void or 20. unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Assignment Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Assignment Agreement shall remain valid and enforceable in accordance with other terms.
- 21. All notices, communications, letters, etc. required to be made, served and communications in terms of this Assignment Agreement and / or under these presents shall be in writing and shall be sent to the address of the recipient set out in this Assignment Agreement or such other address as the Parties may notify each other. Any such notice shall be sent by speed post / courier.
- 22. In the event of any dispute, controversy or claim arising out of or in connection with this Assignment Agreement, including any questions regarding its existence, validity, or termination (a "Dispute"), such Dispute shall be resolved amicably at the first instance.
- 23. The unresolved Dispute, if any, shall be referred to a sole arbitrator appointed by the jurisdictional court. Such Dispute shall be it is resolved in accordance with the Arbitration and Conciliation, Act 1996, and any amendments thereto ("Arbitration Act") and the rules prescribed therein. This Assignment Agreement and the rights and obligations of the Parties hereunder shall remain in full force and effect pending the award in such arbitration proceedings which award shall determine whether and when termination of this Assignment Agreement, if relevant, shall become effective. The decision/award of the arbitrator shall be final and binding on the Parties. The seat and venue of the arbitration shall be Gurgaon, India and the language of the arbitration shall be English.

24. This Assignment Agreement shall be governed by and construed in accordance with the laws of India as in effect from time to time. The courts of Gurgaon shall Nitika Propmart Private Limited

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have exclusive jurisdiction to entertain any dispute arising out of or in connection with this Assignment Agreement.

- 25. Unless the context otherwise requires, words and expressions defined in the said Assignment Agreement when used in this Assignment Agreement shall have the same meaning as in the said Assignment Agreement.
- 26. Notwithstanding anything contained herein, except as mutually agreed under this Assignment Agreement, in the event of any inconsistency between the terms set out in this Assignment Agreement and the Supplementary Agreement, the terms set out in the Assignment Agreement shall prevail and be binding on the parties.

IN WITNESS WHEREOF this Assignment Agreement has been executed between the Parties on the date and place first mentioned above.





For Sukhpali w/o Satbir Singh Kanhuyg Lal spena. Through its attorney holder authorized signatory/Confirming Party In the presence of: In the Presence of: ouz Sur By: By: Name: Naresh S/o Shri Kisha.. Vill.- Mandawar Name: Address: Address:

EP KUMAR ADVOCATE Sohna, Gurugram



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