

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 07/02/2023

Certificate No. G0G2023B2419



GRN No. 98926368



Stamp Duty Paid : ₹ 795000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Neeru Devi Jain

H.No/Floor : 12

Sector/Ward : Na

LandMark : Sultanpur farms

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 93*****94



Buyer / Second Party Detail

Name : Conscient Infrastructure Pvt Ltd

H.No/Floor : K1

Sector/Ward : Na

LandMark : Green park main

City/Village: New delhi

District : New delhi

State : Delhi

Phone : 93*****94

Purpose : COLLABORATION AGREEMENT



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://eprashry.nic.in>

COLLABORATION AGREEMENT

This Collaboration Agreement (this “**Agreement**”) is made at Gurugram, Haryana on this 4th February, 2023 (“**Effective Date**”) between:

MRS. NEERU DEVI JAIN, wife of Late Sh. Naresh Chand Jain, aged about 75 years, resident of 12, Sultanpur Farms Mehrauli, New Delhi – 110030 and having Aadhar Card bearing No. [4902 6744 4694] (hereinafter referred to as the “**Land Owner**”) which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include her successors-in-title and assigns) being Party of the **FIRST PART**

AND

CONSCIENT INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 bearing CIN U74899DL1990PTC039324 and having its registered office at K-1, Green Park Main, New Delhi-110016 (hereinafter referred to as “**CIPL**” or the “**Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its assigns successors and liquidators) acting through its authorized signatory Mr. Krishan Kumar, duly authorized *vide* its board resolution dated 8th August 2022, being Party of the **SECOND PART**

(The Land Owner & CIPL are hereinafter collectively referred to as the “**Parties**” & individually referred to as a “**Party**”).

Neeru Jain

For Conscient Infrastructure Pvt. Ltd.

Authorized Signatory

प्रलेख न:22089

दिनांक:09-02-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील वजीराबाद

गांव/शहर उल्लावास

धन संबंधी विवरण

राशि 39750000 रुपये

स्टाम्प ड्यूटी की राशि 795000 रुपये

स्टाम्प नं : G0G2023B2419

स्टाम्प की राशि 795000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:98927116

पेस्टिंग शुल्क 0 रुपये

Drafted By: HARBIR SINGH ADV

Service Charge:0

यह प्रलेख आज दिनांक 09-02-2023 दिन गुरुवार समय 3:36:00 PM बजे श्री/श्रीमती /कुमारी

NEERU DEVI JAIN पत्नी NARESH CHAND JAIN निवास NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

Neeru Jain

हस्ताक्षर प्रस्तुतकर्ता

NEERU DEVI JAIN

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी CONSCIENT INFRASTRUCTURE PVT LTD thru KRISHAN KUMAROTHER
हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी HARBIR SINGH पिता --- निवासी ADV
GGM व श्री/श्रीमती /कुमारी RAJENDER KUMAR पिता ---

निवासी GURUGRAM ने की ।

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

दिनांक 09-02-2023



उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

WHEREAS THE LAND OWNER HAS REPRESENTED TO CIPL THAT:

- A) The Land Owner is the exclusive owner of a parcel of land admeasuring 1.325 acres approx. located in village Ulhawas, Sector 62, Gurugram, which is more particularly described in the **Schedule 1** to this Agreement ("**Collaboration Land**"). The Collaboration Land is duly registered in the name of the Land Owner vide vasika No. 2932 dated 11-05-22 registered at Tehsil- Wazirabad, Gurugram.
- B) The Developer has significant expertise in the development of real estate projects in the micro market and has also entered into a Collaboration Agreement for the development of a mixed land use project on 3.51875 approx. acres of land, which parcel of land is adjacent to and contiguous to the Collaboration Land
- C) The Land Owner is keen to gain from best industry practices and has approached the Developer for a Collaboration for the development of a Mixed Land Use project on the Collaboration Land. The Land Owner and CIPL have in accordance with the terms of this Agreement agreed to develop the Collaboration Land i.e. contiguous land admeasuring 212 Marlas (1.325 acres) on the conditions as set out in this Agreement.

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

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions- In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

- (i) "**Affiliate**", shall mean in relation to any Party, any person that controls, is controlled by or is under the common control with that Party, as the case may be and shall include its associates, group companies, parent and subsidiary company(ies);
- (ii) "**Agreement**" shall mean this Collaboration Agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended / supplemented by the Parties from time to time in writing;
- (iii) "**Applicable Law**" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, rules and regulations and other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include all amendments, modifications, re-enactments and replacements thereof;
- (iv) "**Approvals**", means and refer to the License under mixed land use on the Collaboration Land to be obtained from the DTCP, layout/zoning approval; building sanction plans from DTCP, registration from Gurugram RERA Authority and compliances thereof, and all other permissions and approvals as may be required to develop the Project on the Collaboration Land under mixed land use till the completion and grant of occupation certificate/completion certificate thereof, in accordance with the provisions of the Haryana Development and Regulation of Urban Area Act, 1975 and all other Acts and Rules as are applicable from time to time;
- (v) "**Business Day**" shall mean the day when the scheduled banks are open for public dealing in New Delhi and Gurugram, Haryana in India;
- (vi) "**CIPL's Costs**" shall mean the costs, charges, fees, expenses or payments to be incurred towards CIPL Obligations in terms of the provisions of this Agreement

Neem Singh

for Conscient Infrastructure Pvt. Ltd.

Authorised Signatory

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Reg. No.

Reg. Year

Book No.

22089

2022-2023

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पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- NEERU DEVI JAIN Neeru Jain

दावेदार :- thru KRISHAN KUMAR OTHER CONSCIENT INFRASTRUCTURE PVT LTD Krishan Kumar

गवाह 1 :- HARBIR SINGH Harbir Singh

गवाह 2 :- RAJENDER KUMAR Rajender Kumar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 22089 आज दिनांक 09-02-2023 को बही नं 1 जिल्द नं 128 के पृष्ठ नं 171.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 4003 के पृष्ठ संख्या 19 से 20 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 09-02-2023

उप/संयुक्त पंजीयन अधिकारी(वजीराबाद)



- (vii) **"CIPL GPA"** shall have the meaning ascribed to it in Clause 2.3 of this Agreement herein;
- (viii) **"CIPL Obligations"** shall mean the overall development of the Project in timely manner as per the Applicable Laws and in accordance with this Agreement which includes but shall not be limited to the following;
- (a) To enter into and exercise control over the Collaboration Land for the purposes of implementing CIPL Rights and undertaking CIPL Obligations;
 - (b) To apply and obtain all Approvals in respect of the Project at its own cost and expenses;
 - (c) To construct and carry out development of the Project on the Collaboration Land in accordance with the terms of this Agreement and in that regard comply with the terms of the License, Approvals and all Applicable Laws;
 - (d) to pay and bear the Development Costs for the Project;
 - (e) To be responsible and liable for all contractors, architects, consultants, technicians, engineers, persons (including its own employees), engaged for the development of the Project and payments thereof;
 - (f) To comply with all the conditions contained in the Approvals as may be obtained from time to time in relation to the implementation of the CIPL Rights;
 - (g) To carry out the development of the Project and complete the Project in a time bound manner;
- (ix) **"CIPL Rights"** shall refer to the rights, powers, entitlements, authorities that CIPL has to exercise the Development Rights and to undertake its obligations and duties, as specified in this Agreement, with regard to development of the Collaboration Land and CIPL Obligations
- (x) **"CIPL's Share"** shall have the meaning assigned to it in Clause 4.2 below;
- (xi) **"Collaboration Land"** shall have the same meaning as ascribed to it in Recital A of this Agreement;
- (xii) **"Definitive Documents"** shall mean and refer to this Agreement, CIPL GPA and other documents/agreements executed for the Collaboration Land and the Project between the Parties;
- (xiii) **"Density-Collaboration Land"** shall mean the total density that is/would be available / utilized for construction / development over the Collaboration Land;
- (xiv) **"Development Rights"** shall in addition to the natural grammatical meaning of the expression refer to all development rights in relation to the Project that is proposed to be developed on the Collaboration Land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- (a) enter upon and take sole possession and control of the Collaboration Land and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Collaboration Land or any part thereof until the Project is handed over for operation, management, administration and maintenance to the common organisation of purchasers formulated under the Haryana Apartment Ownership Act, 1987 or the maintenance agency of the Project, as the case may, as per then Applicable Laws;

Neel Jain

For Consient Infrastructure Pvt. Ltd.

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- (b) plan, conceptualize, design and execute the Project in one or more phases in accordance with the Applicable Laws;
- (c) launch the Project and issue advertisements in such mode as may be deemed fit by CIPL and announce the development of the Project and invite prospective purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area of the Project and have the unhindered right to the marketing of the Project;
- (d) appoint, employ or engage contractors and any other persons to carry out the development, construction, implementation or marketing of the Project, undertake the sale of the Saleable Area of the Project or any other activity in relation to the Project and to pay the wages, remuneration, brokerage and salaries of such Contractors/persons;
- (e) sole and exclusive right to brand the Project;
- (f) sell, allot, lease, license or otherwise dispose off or alienate the Saleable Area of the Project by way of sale, allotment, or any other recognized manner of transfer;
- (g) have the sole authority to determine and control pricing of the Saleable Area of the Project;
- (h) enter into agreements with purchasers on such terms and conditions as deemed fit, to receive the full and complete proceeds for the sale of the Saleable Area of the Project and give receipts upon receipt of the same;
- (i) enter into arrangements with third parties for promotional activities for the Project;
- (j) make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Project Land paid by CIPL, in the manner CIPL may deem fit;
- (k) obtain the Approvals and have the right to renew and modify the said Approvals, instruct Land Owner to obtain the Approvals and renew or modify the said Approvals as per this Agreement or as required under Applicable Law;
- (l) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Collaboration Land;
- (m) create mortgage on the Collaboration Land or any part thereof to raise project finance only for this Project and call upon the Land Owner to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, powers of attorney and undertaking all necessary filings as may be required by the lender to record or create & perfect such mortgage, in accordance with the terms of this Agreement for the Project;
- (n) hypothecation of CIPL's Share and hypothecation of all accounts including any account held for benefit of the lender in relation to the proposed facility;
- (o) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the premises to be constructed on the Collaboration Land as envisaged herein including but not limited to brokerage agreements;
- (p) manage/maintain the Project/ Collaboration Land and the property and facilities/common areas constructed upon the Collaboration Land and/or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- (q) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development, construction and implementation of the Project and for compliance with the terms of this Agreement;
- (r) give receipts and upon execution of the definitive documents in favour of purchasers; hand over ownership, possession, use or occupation of the Saleable Area, car parking spaces, retail and commercial premises and wherever required proportionate undivided interest in the land underneath i.e. the Collaboration Land and the Land Owner to provide due cooperation to CIPL in this regard as may be required;
- (s) assign all benefits, rights and obligations forming part of the Development Rights (in whole or in part) to a third party with prior written consent of the Land Owner.

Green rain

for Consient Infrastructure Pvt. Ltd

Authorised Signatory



- (xv) **"Distributable Revenue"** shall, in relation to this Agreement, mean the Gross Revenues less the Non Distributable Amounts (including but not limited to GST, EDC, IDC and other pass through charges of like nature)
- (xvi) **"DTCP"** shall mean the Director General, Town and Country Planning, Haryana or such designated competent authority;
- (xvii) **"EDC"** shall mean and refer to External Development Charges;
- (xviii) **"Effective Date"** shall mean the date of execution of this Agreement;
- (xix) **"Encumbrance"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (xx) **"FSI/FAR"** means Floor Space Index/ Floor Area Ratio and is also used to denote the area resulting therefrom;
- (xxi) **"FSI-Collaboration Land"** or **"Collaboration FAR"** shall mean the total FSI attributable to the Collaboration Land;
- (xxii) **"Gross Revenue"** shall, for the purpose of this Agreement, mean all monies, cash flows, receipts and receivables by whatever name called, generated from the purchasers, pursuant to an allotment in their favour or sale or transfer or lease of the Saleable Area to such end purchasers and shall include (but not be limited to) sale consideration, car parking space, terraces, balconies, club membership fees (if any), preferential location charges and all other proceeds realized from the customers or purchasers including cancellation charges or damages, interest on delayed payment of installments, transfer fee or assignment charges collected from the customers or purchasers, and amounts collected by CIPL as payable onwards to the Governmental Authorities or third parties towards charges or deposits, maintenance charges and maintenance deposit, taxes, stamp duty and registration fee from the customers or purchasers of the Saleable Area.
- (xxiii) **"Government Authority(ies)"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal,/ HUDA/local authority/DTCP having jurisdiction over any matter pertaining to the construction, development and sale of the Project and Collaboration Land;
- (xxiv) **"IDC"** shall mean and refer to Infrastructure Development Charges;
- (xxv) **"IFRSD"** shall mean the amount aggregating to Rs. /6,62,50,000/- (Rupees Six Crore Sixty two Lakhs fifty thousand only) calculated at the rate of Rs.5,00,00,000/- (Rupees Five Crore only) per acre of the Collaboration Land to be paid by CIPL to the Land Owner in terms of this Agreement as interest free refundable security deposit;
- (xxvi) **"Land Owner's Costs"** shall mean any and all costs, charges, penalties, duties, fees, expenses, Taxes or GST thereon or payments of any nature or description whatsoever, towards the following -

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for Conscient Infrastructure Pvt. Ltd.

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- (a) 50% (fifty percent) of the entire EDC/IDC attributable to the Land Owner's Share in the Project
 - (b) Proportionate commission / brokerage, attributable to the Land Owner's Share in the Project;
- (xxvii) **"Land Owner's Revenue Share"** shall have the same meaning as ascribed to it in Clause 4.1 of this Agreement;
- (xxviii) **"Land Owner's Obligations"** shall mean the following:
- (a) To incur all Land Owner's Costs;
 - (b) Not to do any act of omission or commission that would prejudice the development or construction of the Collaboration Land or would have an effect of withholding or denying permission to occupy the Saleable Area of the Project;
 - (c) To irrevocably permit CIPL to enter upon and exercise such control over the Collaboration Land as required for the purposes of exercising the Development Rights and CIPL Rights;
 - (d) To transfer title in Saleable Area of the Project and the proportionate share in Collaboration Land, in favor of the allottees of the units in the Project and to execute all documents thereof in a timely manner in accordance with the contracts / arrangements between CIPL and the allottees / purchasers;
 - (e) To execute all necessary legal and statutory writings, agreements and documents for exercise of the CIPL Obligations and CIPL Rights and for sale of the Saleable Area, as and when and in the manner / format that may be required by CIPL;
 - (f) To maintain its unencumbered title / ownership on the Collaboration Land;
 - (g) To ensure that the CIPL GPA provided in accordance with Clause 2.3 of this Agreement and authorizations that may be provided in furtherance to Definitive Documents subsist and continue at all times;
 - (h) To provide full assistance to CIPL, at the request of CIPL, to manage the Collaboration Land and the property and facilities / Common Areas constructed upon the Collaboration Land as may be required under the Applicable Laws and/or rules made there under;
 - (i) To comply with all the conditions contained in the Approvals as may be obtained from time to time in relation to the implementation of the Land Owner's Obligations including but not limited to compliance with the provisions of RERA; and
 - (j) To comply with all other obligations as stated in this Agreement.
- (xxix) **"Land Owner's Rights"** shall refer to the rights, powers, entitlements, authorities that the Land Owner would have to undertake for the discharge of its obligations and duties, as specified in this Agreement, with regard to Land Owner's Obligations, i.e. the following:
- (a) To enter the Project and Collaboration Land for the purpose of inspection of the work.
 - (b) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Government Authority as may be necessary with respect to Approvals relating to the Project & in the event the same is

Neeraj

for Conscient Infrastructure Pvt. Ltd.



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instructed by CIPL;

- (c) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time during implementation of the Land Owner's Obligations;
 - (d) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of Land Owner's Obligations; and
 - (e) Generally, to do any and all other acts, deeds and things that may be required for the performance of the Land Owner's Obligations.
- (xxx) "**Lender(s)**" shall mean a third-party lender funding the development or construction of the Collaboration Land or providing any refinancing facility thereof;
- (xxxi) "**License**" shall mean the license issued by DTCP for mixed land use or for any other use of the Collaboration Land as decided by CIPL;
- (xxxii) "**Losses**" means damages, fines, charges, losses, liabilities, interests, awards, penalties, costs and expenses, claims, third party claims including, reasonable attorneys' fees, court costs, and other reasonable costs of enforcement of rights including by way of suit, arbitration, judicial / alternate dispute resolution or other similar proceedings;
- (xxxiii) "**Net Distributable Revenue**" shall, in relation to this Agreement, mean the Distributable Revenue as reduced by the costs on account of commission / brokerage, and ancillary costs (if any) incurred.
- (xxxiv) "**Non Distributable Amounts**" shall mean following amounts forming part of Gross Revenue (i) goods and service tax and other applicable indirect taxes recovered from the customers ("Indirect Taxes"); (ii) revenues, charges, cesses and levies which are of an onward nature payable to a Government Authority, or any other charges which are pass through in nature including amounts payable to the maintenance agency or apartment owners association or Governments Authorities including the EDC and IDC Charges; (iii) maintenance/management charges and other recurring and utility which are in the nature of onward payment to the amenities management agency, including maintenance security deposits or any other refundable deposits, taxes, administrative charges, stamp duty and registration fee;
- (xxxv) "**Project**" shall mean and include all the phases of a mixed land use project/commercial project/ any other approved project use to be constructed and developed on the Collaboration Land by CIPL in terms of this Agreement;
- (xxxvi) "**Project Facilities**" shall have the meaning as ascribed to such term under Clause 8.5 of this Agreement;
- (xxxvii) "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder applicable in the State of Haryana
- (xxxviii) "**Saleable Area**" or "**Saleable BUA**" shall, for this Agreement, mean and include the carpet area (wall-to-wall), area under the walls/ wall cladding, proportionate share of area to be utilized for common use and facilities, such as terraces, lobbies, atriums, AHU rooms, shafts, passages, corridors, refuge area, stilts, common amenities and services like electric sub-station, stand-by generator, fire-fighting equipment, building management systems, water tanks, washrooms, shafts, machine rooms, staircase, lift wells, security booths, common rooms, common corridors, clubhouse, entrance porches, pump room, STP, maintenance stores and offices, driver's toilets and open spaces and the like or any other service area used for common services etc. including any other saleable area, as may be calculated for all apartments/ units, which calculations shall be made by CIPL;

Neelam Singh

For Conscient Infrastructure Pvt. Ltd.

Authorised Signatory



2. DEVELOPMENT OF PROJECT

- 2.1 On and from the Effective Date, the Land Owner hereby grants in favor of CIPL, the absolute and irrevocable Development Rights over the Collaboration Land / the Project to enable CIPL to develop the Project on the Collaboration Land in the manner and on the terms and conditions contained in this Agreement. Accordingly, pursuant to the rights granted hereunder, on and from the Effective Date, the Land Owner and CIPL shall respectively carry out Land Owner's Obligations and CIPL Obligations in the manner as provided in this Agreement.
- 2.2 The Land Owner undertakes to provide all possible assistance in filing an application for a license on the Collaboration Land in accordance with the provisions set out herein. Subject to Force Majeure conditions, the fresh license shall be applied for within 60 days of the receipt of the Effective Date.
- 2.3 The Parties shall register this Collaboration Agreement and the Land Owner shall execute and register the General Power of Attorney in favour of CIPL ("**CIPL GPA**") in favour of CIPL or its representative in respect of the entire Collaboration Land, so as to enable CIPL to perform CIPL Obligations and exercise CIPL Rights under this Agreement. The Land Owner is fully aware that CIPL has entered into this Agreement relying upon its representations that the CIPL GPA shall be maintained and not revoked during the term of this Agreement. Land Owner fully understands and agrees that in the absence of the CIPL GPA, CIPL shall not be able to perform CIPL's entitlement to implement its obligations relating to the Project and to market and sell the Saleable Area of the Project. Thus, Land Owner agrees and undertakes not to cancel, revoke or modify the CIPL GPA and to keep the same in full force and effect as may be required for CIPL to undertake and complete all CIPL Obligations and CIPL Rights.
- 2.4 The Land Owner will hand over the vacant physical possession of the Collaboration Land to CIPL simultaneously with the execution of this Agreement, whereupon CIPL will have irrevocable rights and will be fully authorised to enter upon the Collaboration Land directly or through its Affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or subsidiary, to do all such acts and deeds required and/or necessary for, exercising the CIPL Rights and/or CIPL Obligations for the implementation of the development of the Collaboration Land.
- 2.5 The Parties agree that: :
- (a) CIPL shall, in its sole discretion have the right (but not the obligation) to add additional land to the Collaboration Land and carry out the development on such additional land also;
 - (b) The Land Owner shall have no objection to additional land being added and integrated with the Collaboration Land;
 - (c) Notwithstanding anything contrary contained in this Agreement, the Land Owner shall not be entitled to any benefit arising from the FSI/additional FSI of additional land, if any, integrated by CIPL with the Collaboration Land. if any additional FSI/FAR is purchased by CIPL at its own costs on the collaboration land, all costs and benefits arising therefrom shall solely to the account of CIPL.
- 2.6 The Project on the Collaboration Land shall be developed by CIPL in two or more phases as per the discretion of CIPL. CIPL and the Land Owner shall implement the CIPL Rights and CIPL Obligations and Land Owner's Rights and Land Owner's Obligations respectively in this regard.
- 2.7 CIPL shall carry out the development of each phase of the Project in a time bound manner in accordance with the timelines of the RERA registration of the Project phases, or within such extended timeline as is permitted by the Government Authority. Subject to Force Majeure conditions, CIPL shall complete the construction of the entire Project and apply for the occupancy certificate within 6 years of the approval of the building plans of the Project. This Time period can be extended for such further term as are mutually agreed between the Parties.
- 2.8 If at any point of time in future, there is additional FSI available on the Collaboration land as a consequence of change in FSI entitlement policy by DTCP, Haryana, then the decision and manner of utilization of additional FSI

Meen Sahi

for Conscient Infrastructure Pvt. Ltd.

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and/or density, if any, that becomes available/permissible on the Collaboration Land, shall be of CIPL alone. The Parties agree that any such additional FSI corresponding to the Collaboration land shall be utilized for the Project alone and the terms and conditions of this Agreement shall *mutatis mutandis* apply to such additional FSI.

- 2.9 Land Owner or their nominees / assignees / transferees shall not undertake any act, deed or thing which may adversely affect the rights sought to be vested in favour of CIPL with respect to the Collaboration Land.

3. IMPLEMENTATION OF THE PROJECT

- 3.1 The Parties undertake full responsibility and obligations to comply with their obligations and exercise their rights under this Agreement. CIPL shall have the right to exercise the Development Rights and implement the Project.
- 3.2 The landscaping, conceptualization, planning, architecture, construction, phasing and design of the entire Project shall be at the sole discretion and expertise of CIPL, without any recourse to or interference from the Land Owner. The detailing, master planning, zoning, lay out, etc. and all other details and specification for development of the entire Project on the Collaboration Land shall also be done by CIPL.
- 3.3 CIPL shall be entitled at its sole discretion to appoint / nominate any of its Affiliates or any other entity to undertake the development and construction of the Project and all obligations, rights and entitlements of CIPL under this Agreement, and to transfer / assign all such entitlements and obligations in favor of the said Affiliate or any other entity as may be deemed appropriate by CIPL. No approval or consent shall be required in this regard from the Land Owner.
- 3.4 CIPL shall obtain the requisite Approvals required for construction, development, marketing and sale of the Project in accordance with the terms of this Agreement.
- 3.5 The Land Owner shall extend all cooperation and do all such acts and deeds, that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to CIPL, as may be required by CIPL from time to time for the purpose of obtaining the License, Zoning Approval and all other Approvals. The Land Owner further agrees to, and shall execute, as may be required by CIPL or otherwise, from time to time, all applications, affidavits, plans or other documents, and shall also extend all cooperation and assistance for the development and completion of the Project and marketing / allotment / sale / transfer of the Saleable Area of the Project. In the event CIPL requires any assistance including execution of any document, application, affidavit, power of attorneys, etc., the Land Owner shall do so, subject to compliance of legal requirements thereof, within 7 (seven) days of receiving the request from CIPL.

4. ENTITLEMENT OF THE LAND OWNER AND CIPL

4.1 Land Owner's entitlement:

- 4.1.1 In consideration of the Land Owner providing and making available to CIPL the Collaboration Land and granting exclusive and irrevocable Development Rights to CIPL for the development and sale of the Project in the manner as provided in this Agreement, the Land Owner shall be entitled to 30% interest in the revenue derived from sale of Saleable Area of the Project. ("**Land Owner's Revenue Share**");
- 4.1.2 The Land Owner agrees and acknowledges that the Land Owner's Revenue Share under this Agreement has been derived on the basis of the Saleable Area of the Project and in the event of integration of additional land parcel(s) by CIPL with the Collaboration Land, the percentage of Land Owner's Revenue Share shall stand modified and reduced proportionately.
- 4.1.3 GST or any other tax of like nature and income tax leviable on the Land Owner's Revenue Share, shall be borne and paid by the Land Owner alone.

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4.2 CIPL entitlement:

- 4.2.1 In consideration of CIPL undertaking the CIPL Obligations and exercising the CIPL Rights in the manner as provided in this Agreement, the Parties agree that CIPL shall be exclusively entitled to the entire balance Gross Revenue of the Project after reduction/adjustment of the Land Owner's Share mentioned above ("CIPL's Share).
- 4.2.2 CIPL's Share shall be utilized by CIPL in the manner as provided in Clause 5 below without any interference or objection from the Land Owner.
- 4.2.3 GST or any other tax of like nature and income tax leviable on CIPL's Share, shall be borne and paid by CIPL alone.

5. PROJECT ACCOUNTS AND DISTRIBUTION OF REVUE SHARE

5.1 CIPL shall open, maintain and operate the following bank accounts with a scheduled bank:

- (a) **Master Account:** This account shall be utilized for the receipt of the Distributable Revenues of the Project. CIPL shall deposit the Distributable Revenues solely in the Master Account. The Non Distributable Amounts including EDC and IDC Charges and GST received by CIPL shall be deposited in a separate bank account opened in terms of Clause 5.2 below. The amount deposited in the Master Account shall be transferred by the bank on a daily basis to the Project RERA Account and Project Distribution Account in the manner as mentioned hereinbelow;
- (b) **Project RERA Account:** 70% (seventy percent) of the Distributable Revenue deposited in the Master Account shall be transferred on a daily basis from the Master Account to the Project RERA Account. Any amounts released from the Project RERA Account shall solely be transferred to the Project Distribution Account;
- (c) **Project Distribution Account:** 30% (thirty percent) of the Distributable Revenue deposited in the Master Account shall be transferred on a daily basis from the Master Account to the Project Distribution Account. Also, any amounts released from the Project RERA Account in accordance with Applicable Laws shall be credited to the Project Distribution Account only.
- (d) The amounts lying to the credit of the Project Distribution Account shall be utilised in the following manner:
- (i) Land Owner's Share shall be transferred to the designated current account of Land Owner on a monthly basis after deduction of tax at source on applicable rates;
- (ii) balance amounts lying to the credit of the Project Distribution Account shall be utilised for the construction and development of the Project and thereupon the balance shall be transferred to the designated account of CIPL.

5.2 Non Distributable Revenue Account: This account shall be utilized for the receipt of the Non Distributable Amounts of the Project including EDC and IDC. CIPL shall deposit the Non Distributable Amounts received by it in this account and make payments of the taxes, levies, EDC/IDC from this account. This account shall be operated on instructions of CIPL alone.

6. INTEREST FREE REFUNDABLE SECURITY DEPOSIT

6.1 As security towards compliance of its obligations under this Agreement, CIPL shall pay the IFRSD to the Land Owner in the following manner:

| Stages | Milestone to be achieved | Amount (Rs.) |
|--------|--------------------------|--------------|
|--------|--------------------------|--------------|

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| | | |
|----|--|--|
| 1. | Already Paid prior to execution of this Agreement, receipt whereof is hereby acknowledged and confirmed by the Land Owners | Rs 1,50,00,000/- (Rupees One Crore Fifty Lakhs only) of IFRSD paid to the Land Owners vide Cheque No. 411563 dated 2.08.22, drawn on Punjab National Bank, Delhi |
| 2. | Upon Execution of this Agreement | Rs 4,75,00,000/- (Rupees Four Crore Seventy Five Lakhs only) of IFRSD |
| 3. | Upon receipt of License of the Project | Rs 37,50,000/- (Rupees Thirty Seven Lacs Fifty thousand only) of IFRSD |

- 6.2 The Land Owner shall refund the entire IFRSD to CIPL within 30 days of the receipt of the occupancy certificate/part occupancy of phase 1 of the Project. In the event the Land Owner fails to refund the IFRSD within the timelines provided herein then CIPL shall, under intimation to the Land Owner adjust the IFRSD from the Land Owner's Revenue Share in the future phases of the Project. It is clarified that the Land Owner shall be entitled to remittance of any further Land Owner's Revenue Share in their designated account only upon adjustment and repayment of the entire IFRSD to CIPL from the Land Owner's Revenue Share.

7. **BRANDING, MARKETING & SALE**

- 7.1 The entire Project shall be branded, marketed, advertised and sold in the name and manner and under the brand and logo as CIPL may deem fit, including under the brand and logo of CIPL or its Affiliates or group companies or its nominees. The name and logo of the Project as decided by CIPL, shall be used for all marketing materials including all marketing communication, brochures and advertisements.
- 7.2 CIPL shall be entitled to sell, transfer or dispose of the Saleable Area and collect and appropriate the Gross Revenues thereof in accordance with Clause 5 of this Agreement.
- 7.3 It is agreed and understood that the maintenance for the entire Project shall be carried out by CIPL and/or any maintenance agency appointed by CIPL in that regard and CIPL/maintenance agency shall be entitled to receive and retain the maintenance charges and security deposit that are to be collected from the allottees / purchasers of the Saleable Area of the entire Project and utilize the same in the manner it deems fit.

8. **MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS**

- 8.1 CIPL and Land Owner shall be entitled to the CIPL's Share and Land Owner's Revenue Share respectively. The authorizations given by Land Owner to CIPL are to facilitate the construction / development process and the process of sale / allotment of the Saleable Area of the Project. Both CIPL and Land Owner shall have an unequivocal right of specific performance of this Agreement along with all injunctive remedies.
- 8.2 It is agreed and understood between the Parties that CIPL has entered into this Agreement relying on the representation of Land Owner that Land Owner is the Owner and holds a marketable and clear title to the Collaboration Land. There is no restriction on Land Owner to execute and enter into this Agreement on the terms hereof.
- 8.3 The Parties shall get this Agreement and the CIPL GPA registered at the office of the jurisdictional sub registrar simultaneously. The Land Owner shall co-operate and present itself/themselves through duly authorised representative(s) at the said office for execution and registration thereof.

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- 8.4 Subject to Applicable Laws, CIPL shall have the right to construct and develop the Project at any location within the Collaboration Land at its discretion.
- 8.5 It is agreed and understood between the Parties that all facilities, amenities and common areas constructed as part of the Collaboration Land including the community centre, club house, shops, other common areas (the "**Project Facilities**") shall be for the exclusive use and utilization by the owners of apartments constructed as part of the Project. CIPL shall file a deed of declaration under the Haryana Apartment Ownership Act, 1983 and its rules in respect of the Collaboration Land and create an association(s) of the owners of the apartments constructed on the Collaboration Land, as and when and in the manner deemed fit by CIPL.
- 8.6 There are no areas earmarked / reserved for roads in the Collaboration Land as per the master plan for Gurgaon.
- 8.7 CIPL and Land Owner agree and covenant that at any time after the execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the CIPL Rights, the Collaboration Land or the Project.
- 8.8 The Land Owner shall not and shall ensure that no other person, acting under or through it does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the CIPL Rights by CIPL, or (ii) whereby the CIPL Rights or the rights of CIPL in respect of the Collaboration Land are prejudicially affected. In performance of its duties and the exercise of its rights, powers and authorities under this Agreement, CIPL and Land Owner shall act in the best interests of each other and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the other.
- 8.9 Land Owner and CIPL shall comply with the Applicable Laws as may be applicable to them under this Agreement pertaining to Project/implementation of the Project/sale of Saleable Area of the Project/ maintenance of Project/Collaboration Land. GST, Income Tax or any other tax chargeable on the IFRSD shall be paid and borne by Land Owner.
- 8.10 After the grant of license on the Collaboration Land, CIPL shall be entitled to raise debt and / or create mortgage and / or create a charge and / or assign and / or otherwise create any third party interest (collectively referred to as the "Charge"), on the Development Rights, Land, Project, at any point of time, in favour of third party(ies) without any consent or approval of the Land Owner so as to raise funds for the development of the Project only. CIPL shall ensure that on obtaining the Occupancy Certificate for Land Owner's Share, it shall obtain NOC(s) from the relevant entity/financial institution/ non-banking financial institution, with whom the Project, Land, Development Rights, etc. are mortgaged. CIPL shall further ensure that the finance raised by it is used for the development of the Project and for no other project or purpose.
- 8.11 Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 (including liability to withhold taxes at source as may be applicable) and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 8.12 Both Parties shall share all material communications received from the Government Authorities pertaining to the Collaboration Land / Project, with each other within 5 (Five) Business Days of receiving the same.
- 8.13 In the event Land Owner defaults to perform any of Land Owner's Obligations under this Agreement, within such time as considered reasonable by CIPL, CIPL shall be entitled to step in and undertake all such acts, deeds and things as may be required to achieve the obligation that the Land Owner defaulted to undertake at the cost and expenses of the Land Owner.

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For Conscient Infrastructure Pvt. Ltd.

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- 8.14 The Land Owner shall undertake and perform all Land Owner's Obligations within such timelines as is considered reasonable by CIPL and / or within such timelines as are devised along with the landscaping, conceptualization, planning, architecture, construction & design of the Project.
- 8.15 If any tax is required to be deducted on any amount payable by CIPL to Land Owner, the same shall be deducted by CIPL at applicable rates and CIPL shall make the payment after deducting such tax. CIPL shall provide the proof of deposit of the TDS to the Land Owner within the applicable timelines to enable the Land Owner to comply with the requirement of the Applicable Laws.
- 8.16 CIPL shall be free to include CIPL Land and enter into a similar development arrangement and the Land Owner will not have any objection in relation to the same. The Land Owner will not have any rights in benefits arising out of Other Land and all such benefits and rights shall vest only with the Developer. Further to the provisions of Clause 2.5, it is hereby clarified that in the event of integration of CIPL Land, the Land Owner Share shall proportionately stand modified and reduced.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each of the Parties hereby represents warrants and undertakes to the other Party that:

- 9.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney, and consents, i.e. the Definitive Documents contemplated hereunder or pursuant hereto. The other Definitive Documents will form an integral part of the understanding recorded in this Agreement, and the Parties will at all times comply with the terms and conditions of the same.
- 9.1.2 The execution and delivery of this Agreement and other Definitive Documents and the performance of the transaction contemplated herein and under the Definitive Documents has been duly authorised by all necessary corporate or other action of the Party; the execution, delivery and performance of this Agreement or any Definitive Documents by such Party and the consummation of the transaction contemplated hereunder or under any other Definitive Document shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; (iii) conflict with or result in any breach or violation of any of the Applicable Laws by such Party.

9.2 The Land Owner represents, warrants and undertakes to CIPL, that:

- a) The Land Owner is the recorded owner of the Collaboration Land as per the relevant revenue records and no other party has any right or interests in relation to the same except as disclosed herein.
- b) There are no easementary rights, acquisition notice, public road/revenue rasta going through any part of the Collaboration Land and that there are no encroachments by any third party on the Collaboration Land as on the date hereof.
- c) Land Owner shall be responsible for the Land Owner's Costs and spend/incur the same in a timely manner;
- d) Land Owner shall not interfere with the CIPL-Rights and with the performance by CIPL of the CIPL Obligations;
- e) The Collaboration Land is contiguous. The Collaboration Land has a proper access through the sector road abutting the Collaboration Land.
- f) There is no well, nalla, water stream running currently through any part of the Collaboration Land. There are no tube wells on the Collaboration Land. There is no place of worship or cemetery / burial ground/electricity pole on the Collaboration Land, as on date.
- g) That there is no pending or threatened litigations (including any appellate proceedings), arbitrations, suits, proceedings, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations or prohibitory orders, of any nature whatsoever or court orders from any Government Authority or on any other person on the Collaboration Land or on the receivable/entitlements of Land Owner which may have an impact

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- on the Project or over the Collaboration Land.
- h) There are no Encumbrances on the Collaboration Land
- i) The Collaboration Land is capable of being put into development under mixed land use policy of the DCTP as per the applicable master plan of Gurugram.
- j) The Land Owner shall comply with all terms and conditions of the License and other Approvals, if obtained or to be obtained from time to time.
- k) The Land Owner will duly assist CIPL to apply for the renewal of License as and when it falls due, and shall comply with all terms and conditions of the License. The Land Owner shall make best efforts to obtain the renewal of License in an expeditious manner.
- l) The Land Owner has a clear and marketable title to the Collaboration Land.
- m) The Collaboration Land is a vacant land; no portion thereof is affected by reservation for green belt; and no overhead electricity wire/cable is passing over or near the Collaboration Land.
- n) That no part of Collaboration Land falls under the Natural Conservation Zone (NCZ).
- o) The Land Owner will not, enter any similar arrangement as contemplated under this Agreement with respect of the Collaboration Land with any other party.

9.3 **CIPL represents, warrants and undertakes to the Land Owner, that:**

- (a) CIPL shall be responsible for the CIPL Obligations and shall discharge the same diligently and in a timely manner;
- (b) CIPL shall be responsible for the CIPL's Costs and spend/incur the same in a timely manner;
- (c) CIPL shall not interfere with the Land Owner's Rights;
- (d) CIPL shall comply with all Applicable Laws and all terms and conditions of the License and other Approvals, if obtained or to be obtained from time to time, so as to ensure smooth completion of the Project on the Collaboration Land by CIPL and ensure that it is not in default in complying with any of the terms or conditions thereof so far as they relate to the Collaboration Land.

10. INDEMNIFICATION

- 10.1 The Land Owner shall indemnify, defend and hold harmless CIPL and its directors, shareholders, representatives and officers ("**CIPL Indemnified Party**"), forthwith upon demand and from time to time against any Losses, suffered or incurred by CIPL Indemnified Party, as a result of, arising from or in relation to:
- (a) non-fulfillment of the Land Owner's Obligations;
 - (b) non-payment of Land Owner's Costs;
 - (c) any inaccuracy, misrepresentation or breach of the representations made by the Land Owner in this Agreement;
 - (d) any breach of the covenants and obligations that are assumed by the Land Owner in this Agreement;
 - (e) any breach of the material terms and conditions of this Agreement by the Land Owner. It being clarified that if such breach is capable of remedy, then the Land Owner should remedy the breach or shall have the same remedied within 30 (thirty) days of being informed of the breach by CIPL, to the sole satisfaction of CIPL;
 - (f) any Encumbrance of any nature whatsoever in respect of Collaboration Land, except those created in accordance with this Agreement;
 - (g) any defect in the title of the Collaboration Land;
 - (h) any dispute raised by any third party in relation to the title of the Collaboration Land or the Project;
 - (i) any dispute or claim raised by any third party in relation to any interest in the Collaboration Land or the Project;
 - (j) any impediments on the Development Rights that are vested in favour of CIPL;

Each of the abovementioned events is a "**Land Owner's Indemnifiable Breach**". It being clarified that if any of

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the Land Owner's Indemnifiable Breach is capable of remedy, then the Land Owner should remedy the breach or shall have the same remedied within 30 (thirty) days of being informed of the breach by CIPL, to the sole satisfaction of CIPL.

10.2 CIPL shall indemnify, defend and hold harmless Land Owner and their representatives ("**Land Owner Indemnified Party**"), forthwith upon demand and from time to time against any Losses, suffered or incurred by Land Owner Indemnified Party, as a result of, arising from or in relation to:

- (a) non-fulfillment of the CIPL Obligations;
- (b) non-payment of CIPL's Costs;
- (c) any material inaccuracy, misrepresentation or breach of the representations made by CIPL in this Agreement;
- (d) any material breach of the covenants and obligations that are assumed by CIPL in this Agreement;
- (e) any breach of the material terms and conditions of this Agreement by CIPL. It being clarified that if such breach is capable of remedy then CIPL should remedy the breach or shall have the same remedied within 30 (thirty) days of being informed of the breach by Land Owner;

Each of the abovementioned events is an "**CIPL Indemnifiable Breach**". It being clarified that if any of the CIPL Indemnifiable Breach is capable of remedy then CIPL should remedy the breach or shall have the same remedied within 30 (thirty) days of being informed of the breach by the Land Owner.

10.3 The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies as Parties may have under Applicable Law or otherwise in this Agreement, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11. TERM

11.1 This Agreement shall take effect on the Effective Date and shall remain in force till the completion of the entire Project (all phases) and distribution of the respective shares of both Parties hereto.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The Agreement shall be governed by, and construed in accordance with, laws of India and subject to sub-clause 12.2 below, only the Courts at New Delhi shall have exclusive jurisdiction on the matters pertaining to this Agreement.

12.2 In the event of any dispute(s) or difference(s) and /or claim(s) between the Parties arising out of this Agreement or in relation thereto, during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision(s) of this Agreement, the Parties shall endeavour to settle such dispute(s) amicably. In the event no amicable resolution or settlement is reached between the Parties within a period of 30 (thirty) days from the date of notice being served by either Party upon the other that a dispute or difference has arisen, such dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed mutually by Land Owner and CIPL herein. In the event Land Owner and CIPL fail to appoint a sole arbitrator within 30 (thirty) days, the matter shall be referred to a panel of three (3) arbitrators, wherein Land Owner shall jointly appoint one arbitrator and CIPL will appoint the second arbitrator and the 3rd arbitrator (being the presiding arbitrator) shall be appointed by the two arbitrators so appointed by the Parties. The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement to the extent the same can be performed. The arbitration proceedings shall be held as per the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force.

12.3 The arbitration award shall be final and binding on the Parties hereto. The arbitrator(s) shall be entitled to give interim awards and directions, which shall be binding on the Parties. The language of arbitration proceedings shall be English. The venue and seat of arbitration proceedings shall be New Delhi at a location as per choice of the

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14.6 Further Acts

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approval of any Government Authority is required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

14.7 Authorization

The person signing this Agreement on behalf of CIPL represents and covenants that he has the authority to sign and execute this document on behalf of the Party for whom he is signing.

14.8 Supersede all previous understanding

The Parties hereto have agreed that this Agreement shall supersede all previous understandings/agreements/documents entered into/executed by and between the Parties in relation to the Project or the Collaboration Land and the Parties agree that this Agreement is the final understanding between the Parties in respect thereto.

14.9 Stamp Duty and Registration Costs

The stamp duty and registration costs to be paid in relation to this Agreement, the CIPL GPA and any other agreements executed between the Parties in pursuance of the terms of this Agreement shall be borne by CIPL.

15. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted under Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable remedy. The affected Party, notwithstanding the above rights, shall also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party. The right of specific performance as provided herein and as may be available under Applicable Law shall be notwithstanding any other right remedy available under Applicable Law or this Agreement.

16. FORCE MAJEURE AND CHANGE OF LAW

16.1 Any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under this Agreement, shall be excused if, and to the extent that such non-performance or delay in performance is caused by Force Majeure.

16.2 "Force Majeure" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

- (i) acts of God, including without limitation fire, incessant rains, storms, floods, earthquake, viral pandemic or lightning;

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- (ii) war, hostilities, terrorist acts, riots, civil commotion or disturbances, change in governmental laws, orders or regulations adversely affecting or preventing due performance by either party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, central or state in India or overseas, or any agency thereof, sabotage, explosions;
- (iii) strikes, lockouts or other concerted industrial action;
- (iv) Change of any law, rules, regulations,
- (v) fresh/new law, guidelines, notifications, conditions, policy issued/prescribed by any Government Authorities/DTCP,

17. RECITALS

The Recitals, Annexure/s and Schedule(s) described or referred to in this Agreement shall form an integral and operative part of this Agreement and shall be binding on the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

Signed and delivered for and on behalf of the following Parties

| Name of Party | Signature |
|--|--|
| Mrs Neeru Devi Jain <i>Neeru Jain</i> | |
| For & on behalf of Conscent Infrastructure Private Limited <i>Conscent Infrastructure Pvt. Ltd.</i> | <i>For Conscent Infrastructure Pvt. Ltd.</i> |
| Krishan Kumar Authorized Signatory | Authorized Signatory |
| Duly Authorized vide Board Resolution dated 8 th August 2022 | |

WITNESSES

1. *HARBIR SINGH*
Advocate
Distt. Court, Gurugram

2.

DRAFTED BY *HARBIR SINGH*
Advocate
Distt. Court, Gurugram

Rajender Kumar s/o Chhotela
VPO - Jhars Umm.



SCHEDULE I

(LAND SCHEDULE - COLLABORATION LAND)

| Name of Land Owner | Rect. No | Killa No. | Area (in Kanal) | Area (in Marla) | Total Area (in Marla) | Total Area (in Acres) |
|---------------------------|-----------------|------------------|------------------------|------------------------|------------------------------|------------------------------|
| Mrs Neeru Devi Jain | 8 | 6/2 | 3 | 14 | 74 | 0.4625 |
| | 8 | 15/1 | 6 | 18 | 138 | 0.8625 |
| | Total | | 9 | 32 | 212 | 1.325 |

for Conscient Infrastructure Pvt. Ltd.

Authorised Signatory

Neeraj

