

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 24/01/2023

Certificate No. JCX2023A436
GRN No. 98602614



Stamp Duty Paid : ₹ 190000
Penalty : ₹ 0

Seller / First Party Detail

Name: Ms Kanal Marla pvt ltd
H.No/Floor : R2 Sector/Ward : 3 LandMark : 1st floor ruhil residency
City/Village : Saraiaurangaba District : Jhajjar State : Haryana
Phone : 98*****07



Buyer / Second Party Detail

Name : Sunita Jindal
H.No/Floor : 173 Sector/Ward : X LandMark : Tarun enclave saraswati vihar
City/Village: Pitampura District : Delhi State : Delhi
Phone : 98*****07 Others : Nupur jindal and shikha gupta

Purpose : Collaboration Agreement

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

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Bahadurgarh on 25/01/2023
Village- Tandaheri

Stamp Value- 1,90,000/- Rupees

Registration and Pasting fees- 50003/- Rupees GRN No. 0098603562 Date: -24-01-2023

BY AND BETWEEN

M/S KANAL MARLA PRIVATE LIMITED (CIN No. U70109HR2022PTC107336 & PAN No. AAJCK8589N) a Company existing under the provisions of the Companies Act, 2013 and having its registered office at R2, First Floor, Ruhil Residency, Sector - 3, Village Sarai, Aurangabad, Jhajjar, Bahadurgarh, Jhajjar - 124507, Haryana (hereinafter referred to as the "Developer", represented herein through its Authorized Signatory Mr. SUNIL GUPTA, duly authorized by board resolution dated 24/01/2023 which expression shall, unless repugnant to the context thereof, be deemed to include its administrators, attorneys, successors and permitted assigns) being the party of the **FIRST PART**;

AND

(1) Ms. Sunita Jindal (PAN No. APUPJ9731L & ADHAAR NO. 5052 6142 8086) W/o Mr. Rakesh Jindal R/o 173, Tarun Enclave, Pitampura, Saraswati Vihar, Delhi-110034; (2) Ms.

Sunita Jindal

Sunita Jindal

Kanal Marla Private Limited

Sunil Gupta

Director

Nupur Jindal (PAN No. AGOPG9511A & ADHAAR NO. 8929 0097 0660) W/o Mr. Anshul Jindal R/o 173, Tarun Enclave, Pitampura, Saraswati Vihar, Delhi-110034; (3) Ms. Shikha Gupta (PAN No. AQUPG8711E & ADHAAR NO. 9459 3855 9057) W/o Mr. Anurag Gupta R/o House No. L13/3, DLF Phase 2, Chakarpur, Gurugram, Haryana (hereinafter collectively referred to as "Land Owners", which expression shall, unless repugnant to the context thereof, be deemed to include his/ their legal heirs, attorneys, administrators, successors and permitted assigns) being the party of the SECOND PART;

(The "Developer" and the "Land Owners" shall hereinafter be individually referred to as the "Party" and collectively as "Parties")

WHEREAS:

- A. That the Land Owners are the sole and absolute owners in peaceful vacant possession of contiguous freehold land parcel admeasuring 17 kanal 10.88 marla (equivalent to 2.1938 Acres) situated at revenue estates of Tandaheri Tehsil Bahadurgarh, Distt. Jhajjar, Haryana more particularly described in Annexure - A attached herewith (hereinafter referred to as the "Land Schedule").
- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable property.
- C. The Land Owners and the Developer are now desirous of developing the said Land into a Residential Plotted / Commercial Plotted / Deen Dayal Colony after obtaining necessary license and other approvals from the office of Director Town and Country Planning Haryana, Chandigarh and in order to develop the said Land, the Parties accordingly are desirous to enter into this Collaboration Agreement, whereby the Land Owners shall contribute the said Land and the Developer shall develop the said Land along with some other land parcels, if any which it may have acquired adjoining the said Land.
- D. The Land Owners, being the sole and absolute Owners and holder of the entire development rights over the said Land Said Land, approached the Developer to undertake development, promotion, construction and sale of the Project to be developed over the Said Land. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for development, promotion, construction and sale of the Project and for that purpose the Land Owners have agreed to grant to the Developer, the entire uninterrupted, exclusive, full and free right to construct, promote, advertise and market the Plot/ premises constructed on the Said Land in such manner it deems fit for its own account and own benefit (hereinafter collectively referred to as the "Development Rights", which shall include all the rights contained in Article 3 below) and the Developer has agreed to develop the Said Land upon grant of Development Rights on the terms and conditions contained under this Agreement.
- E. The Parties now wish to record their understanding and detail the framework, terms and conditions that would govern their relationship in relation to the Project and the development thereof by the Developer, and are accordingly entering into this Agreement.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES

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Nupur

Anshul Gupta
Kanal Marla Private Limited
Sunit Jindal

Director

प्रलेख नं:8024

दिनांक:25-01-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील बहादुरगढ

गांव/शहर टाण्डा हेडी

धन संबंधी विवरण

राशि 9500000 रुपये

स्टाम्प ह्यूटी की राशि 190000 रुपये

स्टाम्प नं : JCX2023A436

स्टाम्प की राशि 190000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:98603562

पेस्टिंग शुल्क 0 रुपये

Drafted By: मुकेश सैनी

Service Charge:0

यह प्रलेख आज दिनांक 25-01-2023 दिन बुधवार समय 3:24:00 PM बजे श्री/श्रीमती /कुमारी

KANAL MARLA PVT LTD THROUGH SUNIL GUPTA निवास BAHADURGARH द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

Sunil Gupta

हस्ताक्षर प्रस्तुतकर्ता

KANAL MARLA PVT LTD THROUGH SUNIL GUPTA

anand
उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SUNITA JINDAL पत्नी RAKESH JINDAL, NUPUR JINDAL पत्नी ANSHUL JINDAL SHIKHA GUPTA पत्नी ANURAG GUPTA हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी अशोक नम्बरदार पिता — निवासी माण्डोठी व श्री/श्रीमती /कुमारी प्रदीप पिता रामकुमार निवासी साखोल ने की।

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

anand
उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions:** In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"**Agreement**" means this Agreement for the development of the Said Land, together with all annexures, schedules and exhibits attached hereto;

"**Architect**" means the architect appointed by the Developer for the Project;

"**Approval(s)**" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained (including, for the avoidance of doubt, the Sanctioned Plan, and all approvals required in connection with or pursuant to the Sanctioned Plan) and/or for the commencement and completion of the development and construction of the Said Land including without limitation License, environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or Governmental authorities whether State or Central;

"**Applicable Law**" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

"**Buildings**" means the buildings, structures, constructions, built-up units, houses, villas to be constructed by the Developer on the Plots in Said Land in terms of the Plans;

"**Completion Date**" means the date of execution of this Agreement, on which date actual, vacant and physical possession of the Said Land shall be delivered to the Developer by the Land Owners to enable the Developer to commence the Project;

"**Confidential Information**" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"**Development Rights**" has the meaning ascribed to the term under Recital F above;

"**Effective Date**" means the date of execution of this Agreement as written hereinabove;

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Director

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land;

"Plan" means the drawings and plan for the Plot, buildings and/or services prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable general power of attorney to be executed by Land Owners in favour of the Developer authorising the Developer to enjoy the rights and carry out the power and objective of the Agreement;

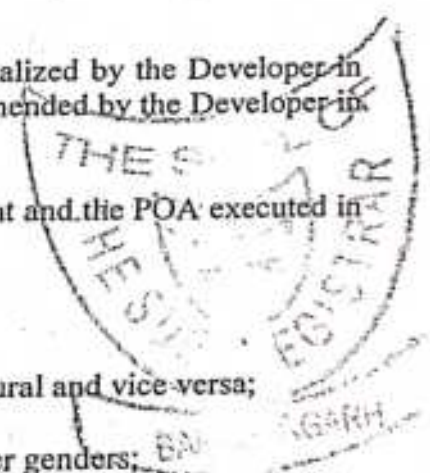
"Project" means a development of a Residential / Commercial Plotted Colony under Deen Dayal Jan Awas Yojna over land parcels together with and forming part of the Said Land which may have Plotted Development and/or Built-up units/ Houses / Villas/Floors as may be decided by the Developer in accordance with rules and regulations of the authorities;

"Project Team" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed by the Developer;

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Architect, which may be modified or amended by the Developer in consultation with the Architect from time to time; and

"Transaction Documents" collectively means this Agreement and the POA executed in favour of the Developer.



1.2. In this Agreement, unless the context requires otherwise:

- 1.2.1. Reference to the singular includes a reference to the plural and vice-versa;
- 1.2.2. Reference to any gender includes a reference to all other genders;
- 1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5. Reference to any article, clause, section, schedule, annexure or appendixes, if any,

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shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this Agreement.

- 1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4. When any number of days, is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.5. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. ARRANGEMENT

- 2.1. Pursuant to this Agreement and in consideration of the Developer allocating the Owner's Allocation, the Land Owners, hereby irrevocably, absolutely and unconditionally grant to the Developer the entire Development Rights over the Said Land on the terms and conditions contained hereunder.
- 2.2. The Land Owners hereby jointly and severally represent to the Developer that the Land Owners are sole and absolute owners of the Said Land and the Land Owners further hereby jointly and severally represent that on or before the Completion Date the actual, physical, vacant possession thereof shall be delivered, to the Developer, for the purpose of enabling the Developer to develop the Project. For the aforesaid purpose:
 - (a) The Land Owners hereby grant an exclusive and irrevocable right to the Developer, to enter upon the Said Land or any part thereof, and develop the same in terms of this Agreement for the development of the Project and construction of Buildings, if any. Land Owners further irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Said Land for executing and implementing the Project in accordance with this Agreement. The Land Owners shall not revoke the permission/ license so granted as the Developer will be incurring expenditure for development / construction based on the assurances and permission granted by the Land Owners;
 - (b) The Land Owners hereby agree to hand over all the antecedent documents

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including title deeds of the entire Said Land (including, for the avoidance of doubt, each land parcel forming part of the Said Land) to the Developer on or before the Completion Date. The Developer shall retain all the title deeds thereof, which shall include without limitation, such further agreements to be executed between the Parties and the POA to be executed by the Land Owners.

- (c) On the Completion Date, Land Owners shall execute and deliver the POA to the Developer.

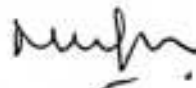
3. DEVELOPMENT RIGHTS

- 3.1. The Land Owners have under this Agreement, granted the entire Development Rights to the Developer who shall be entitled to enter upon the Said Land or any part thereof and undertake the development and construction work on the Said Land. The Developer may undertake the same either by itself or through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.
- 3.2. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on the Said Land and for the purpose approach any Governmental Authority or any other body or in respect of any acts, deeds, matters and things which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf. The Developer shall also be entitled to appoint the Project Team of its choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building such as cement, steel etc. to the relevant authorities and all other authorities in connection with layout plan, zoning plan, service plan, building plan submitted and/or to be submitted and for the other establishments to be developed/constructed by the Developer and/or its nominees or assigns and sale thereof and the Land Owners shall render all possible assistance and do all acts and things as may be requested by the Developer in this regard to enable the Developer to undertake the development of the Project on the Said Land.
- 3.3. Notwithstanding anything contained to the contrary,
- (a) The Developer shall be entitled to apply for LOIs, obtain licenses and all other approvals for the development of the Project over the said Land together with or without further land parcels and for the said purpose deposit necessary charges, fees, deposits, EDC, IDC, IDW etc. and that purpose submit bank-guarantees and to seek refund thereof.
- (b) The Developer shall be free and entitled to register the Project (in full or phases) over the said Land whereas the Developer shall be the Promoter of the Project with Haryana Real Estate Regulatory Authority for the purpose of Real Estate (Regulation and Development) Act 2016 read with the rules framed thereunder and launch, market, sell, allot, dispose of the area/Plot/built-up units developed in the Project in such manner as it may deem fit without requiring any consent from the Land Owners and shall be entitled to take all decisions relating to the exercise

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Kanal Marla Private Limited
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Director

of the Development Rights and marketing of the premises constructed on the Said Land.

- (c) The Developer's possession of the Said Land and any member of the Project Team thereon shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Said Land or any part thereof by developing Project and / or constructing Buildings thereon pursuant to this Agreement.
- (d) The Developer shall be free to change the nature of the development and construction without requiring the consent of the Land Owners, if the same is permissible under law.
- (e) The Developer shall alone be entitled to determine the name of the Project/the Buildings.
- (f) The Developer shall be entitled to enter upon the Said Land or part thereof as an irrevocable right/licensee for the purpose of exercise of the its Development Rights granted hereunder.
- (g) The Developer shall be entitled to remain in the Said Land or part thereof till the completion of the Project and the marketing of the premises.
- (h) The Developer shall be entitled to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and all its ministries and departments, Government of India and all its ministries and departments, defense establishments including the Air Force, Airport Authority, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Said Land or any part thereof and the marketing of the premises to be constructed thereon;
- (i) The Developer shall be entitled to take appropriate actions, steps and make and seek compliances, permissions, sanctions, approvals, and exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required if any, entirely at the discretion of the Developer for development of Project and construction of the Building/s upon the Said Land or any part thereof.
- (j) The Developer shall be entitled to carry out all the infrastructural work, including leveling, Land escaping, Roads, service lanes, parking lot, schools, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed Township and the building/s to be constructed on the Said Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.

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- (k) The Developer shall be entitled to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and solely be liable to pay the wages, remuneration and salary of such labor, personnel- skilled or un-skilled, workmen and to comply with all laws and regulations from time to time in force in that behalf.
- (l) The Developer shall be entitled to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities and/or public /private utilities, banks/financial institutions relating to the development of the Said Land or any part thereof.
- (m) The Developer shall be entitled to bear and pay all outgoing and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for Plots, Built-up area, land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the Said Land only from the Effective Date.
- (n) The Developer shall obtain full / part completion certificate / occupation certificate/s in respect of plot developed and /or the premises to be constructed on the Said Land from time to time and upon completion of the Project and the marketing of all the Plots, premises thereon constructed, obtain completion certificate/s.
- (o) The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing of all the Plots, the premises to be constructed on the Said Land or part thereof by way of sale/lease/license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as it deem fits and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of the Plots/ premises to be constructed on the Said Land or any part thereof.
- (p) The Developer shall be entitled to assign the benefit, rights and obligations as contained herein (in whole or in part).
- (q) The Developer shall be entitled to execute a deed of Plot/Built-up units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be required in respect of the Plots/ premises to be constructed on the Said Land or any part thereof in favour of any society / transferees and shall solely be liable to such transferees/third party without any reference to the Land Owners.
- (r) The Developer shall be entitled to create mortgages / charges / encumbrances etc. of any nature whatsoever on the Said Land or any part thereof/ premises to be constructed on the Said Land / the development rights granted hereunder, without making the Land Owners liable for repayment. All liabilities in this regard shall be discharged by the Developer alone.

Sanjay Jadhav

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Sanjay Jadhav

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Sanjay Jadhav

Director

- (s) The Developer shall be entitled to execute all necessary, legal and statutory writings and documentations for the exercise of the development rights, carrying out the development of the Said Land or any part thereof and the marketing of the Plots/ premises to be constructed on the Said Land or part thereof, as envisaged herein.

4. AREA ALLOCATION

- 4.1. That in lieu of the grant of the Development Rights in favour of the Developer by the Land Owners, the Land Owners shall be entitled to 50% developed area of the Land contributed by the Land Owners in the Project ("Owner's Allocation"), which area shall be allocated in favour of the Land Owners after receipt of approval of layout plan/ zoning plan of the Project and registration of the Project under RERA. The Developer shall be solely entitled to the entire balance plotted area (inclusive of residential and commercial plots) out of the Land contributed by the Land Owners in the Project ("Developer's Allocation"). The Developer shall be entitled to deal with, book, allot, alienate, sell, transfer, lease, license the Developer's Allocation in any manner after obtaining licence and allocation of plots as mentioned above and on such terms, as it may deem fit, without any concurrence whatsoever with the Land Owners. Similarly, the Land Owners shall be entitled to deal with, book, allot, alienate, sell, transfer, lease, license the Owner's Allocation in any manner after grant of licence and allocation of plots as mentioned above and on such terms, as it may deem fit, without any concurrence whatsoever with the Developer.
- 4.2. That after sanction of the layout plan and RERA registration of the Project, the Developer shall allocate and earmark the Owner's Allocation of the area share in the Project on which Owner's Allocation, the Developer shall have no lien.
- 4.3. The entire receivables from the Project shall be received in the Developer's designated bank account. All bank accounts opened and maintained with respect to the Project shall be operated solely by the Developer.

5. COST AND EXPENSES

- 5.1. The Parties agree that the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), Engineers, Contractors, preparation of Plans as also all other statutory fees and charges incidentals including the payment of scrutiny fees, license fees, conversion charges, internal development charges, infrastructure development charges, external development charges, IDW and all amounts paid or payable towards any of the foregoing including any enhancement thereof and also the payment towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and to the Government and/or any other Authority for the provision of peripheral or external services/ amenities to the said Project and submission of bank guarantee etc. shall be wholly to the account of the Developer.
- 5.2. That the Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety

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Sunita Jindal.

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Kanal Marla Private Limited

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Director

resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owners.

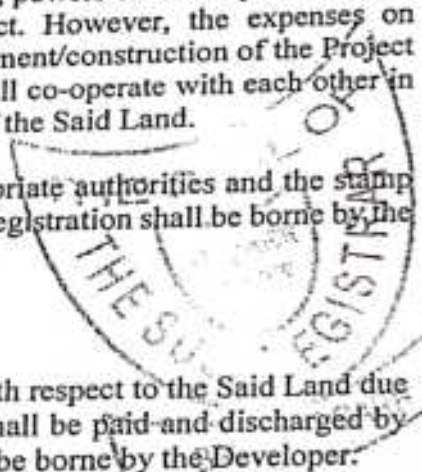
- 5.3. The present, and future Approvals required for the Project shall be obtained by the Developer at its cost and expenses and the Land Owners shall extend all assistance and do all acts and things and execute all documents as may be required by the Developer for obtaining such Approvals.

6. LICENSES, PLANS AND APPROVALS

- 6.1. The Developer shall, based on the plans as approved and secured from DTCP/ concerned Governmental Authorities, develop the Said Land. The responsibility for preparing and obtaining the necessary Approvals, Sanctioned Plan and Service Plan etc. shall be that of the Developer and the Developer shall wholly bear all the costs and expenses in this respect. The Land Owners shall execute all necessary applications/ forms/ documents for obtaining the Approvals required to develop the Said Land.

7. POWERS OF ATTORNEY

- 7.1. The Land Owners shall also execute the POA to enable the Developer to secure plans, licenses and/or other approvals or permission(s) for the development of the Said Land or part thereof and to enable the Developer to develop the same and exercise the Development Rights. In addition, the Land Owners shall sign and execute such other documents, papers and other agreement(s), application(s), powers of attorney that may be required by the Developer for undertaking the Project. However, the expenses on execution of such documents and the cost of the development/construction of the Project shall be met and borne by the Developer. The Parties shall co-operate with each other in the completion and mutual success of the development of the Said Land.
- 7.2. The POA shall be registered, if required, with the appropriate authorities and the stamp duty and registration fees and all connected expenses for registration shall be borne by the Developer and or their nominee(s) as the case may be.



8. TAXES

- 8.1. All municipal taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued upto the Completion Date shall be paid and discharged by the Land Owners. Thereafter, all such charges, taxes shall be borne by the Developer.
- 8.2. The Developer and the Land Owners shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.
- 8.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne by Developer.
- 8.4. All payments to land owners from the Developer shall be subject to applicable TDS deduction for which the Developer shall furnish TDS certificate from time to time.

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Kanal Marla Private Limited

Sunit Jindal

Director

7.5 All taxes payable with regard to the Project, including but not confined to goods and service tax, shall be paid solely by the Developer.

9. AGREEMENTS WITH LESSEES AND PURCHASERS

9.1. The Parties agree that the Developer shall enter into agreements, Agreement For Sale, Sale Deed, Conveyance Deed etc. on behalf of itself as well as the constituted attorney for the Land Owners for the sale /lease of the Plots/units constructed on the Said Land. The specific terms and conditions in the respective sale, transfer or lease deeds as the case may be, including without limitation the consideration payable by the third parties shall be decided by the Developer and the Land Owners shall not raise any objection in this regard.

9.2. Without prejudice to the POA, Land Owners shall provide such appropriate assistance and assurances as may be required by the Developer in connection with the proper execution of such sale or lease deed as contemplated under Article 9.1 above. The Land Owners further agree to join hands with the Developer, in execution of the Sale Deeds/ Conveyance Deeds which may be executed by the Developer in favour of the Buyers/ Third Parties for conveying the rights, title in the Plot, Flat, and Built-up Units as the case may be.

10. TERMINATION

10.1. Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party and neither Party shall be entitled to terminate this Agreement.

10.2. The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that Land Owners shall not be entitled to terminate this Agreement for any reason whatsoever. Nothing shall prevent the Parties from enforcing their rights under this Agreement in accordance with law and/or from cancelling, terminating, revoking this Agreement & the POA by mutual agreement.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1. The Land Owners hereby jointly and severally represent, warrant and declare to the Developer (as on the Effective Date) that:

- (a) The Land owners are in actual, absolute, lawful, physical, peaceful and vacant possession of each and every part of the Said Land.
- (b) The title of the Land Owners to the Said Land or any part thereof is clear and marketable and free from all Encumbrances whatsoever and is also free from all reasonable doubts;

Sunit Jindal

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Sunit Jindal

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Kanal Mafia Private Limited

[Signature]

Director

(c) The description of Said Land provided in Annexure-A is true, complete and accurate and not misleading in any respect.

(d) There is no lis-pendens, litigation & proceedings other than stated herein, attachment, claims, demand, acquisition, reservation, prohibitory order, set-back, notice of any nature whatsoever in or upon the Said Land or any part thereof within the knowledge of the Land Owners;

(e) No recovery proceedings under any law, act or statute are pending against and/or with respect to the Said Land the Land Owners.

(f) The Said Land is not a subject matter of proceedings commonly called as arrears of land revenue or like proceedings.

(g) No part of the Said Land is subject to any matter which will materially and adversely affect the Developer's ability to use the Said Land for the Project.

(h) The grant of Development Rights over the Said Land to the Developer in terms of this agreement is not in violation of any applicable laws /Approvals.

(i) No person either as a co-owner, partner, tenant, or otherwise howsoever has any right, title, interest, claim or demand of any nature whatever in to or upon Said Land including by way of sale, agreement for sale, Memorandum of Understanding, power of attorney, charge (secured or unsecured), lien, mortgage, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever;

(j) Other than this Agreement and the POA and the documents disclosed and discussed in this Agreement there are no arrangement(s) for the development or sale or transfer of any portion of the Said Land with any Person nor are there any subsisting powers of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with any part of the Said Land in any manner whatsoever.

(k) There are no outstanding property taxes, duties, cesses, levies including agricultural assessments or any other amount payable which are due and payable to any authority in respect of the Said Land and in the event any such amounts are found to be outstanding in respect of the period up to the date hereof, then the Land Owners hereby undertake to make the payment of the same;

(l) The Land Owners has not done any act of commission or omission whereby its right, title and interest in the Said Land or any part thereof is in any manner prejudicially affected;

10.2 Each warranty shall be separate and independent and (except as expressly otherwise provided) no warranty shall be limited by reference to any other warranty.

12. NAME OF THE PROJECT, PUBLICITY AND SIGNAGE

12.1. The Developer shall be entitled to name the Project and modify the same at its sole

Sunil Gupta

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Sunil Gupta

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Kanai Marla Private Limited

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Director

discretion.

12.2. The Developer shall be entitled to erect sign board(s) in the Said Land advertising for sale and disposal of the plot/ built areas in the Said Land and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.

12.3. It is a specific term and condition of this Agreement that:

- (a) The name and/or identification numbers given to the Plots, Buildings or portions thereof shall be displayed in a manner as may be decided by the Developer at its sole discretion;
- (b) No signboard, hoarding or any other logo or sign shall be put up by the Land Owners to the Buildings on the exterior of the Buildings or on the outer walls of the Buildings;
- (c) The Land Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the units of the Project.

13. OBLIGATION OF THE PARTIES

13.1. Obligations of the Land Owners

- (a) The Land Owners shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Said Land by the development of the Plots/construction of Buildings as envisaged in this Agreement including but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- (b) The Land Owners recognize and acknowledge that the Developer is making substantial investments in the Project on its representation. The Land Owners shall duly comply with their obligations hereunder so that the Parties procure adequate value for the Project.
- (d) The Land Owners shall give all documents and certificates that may be required to be given to the Developer, if any, in respect of the Project, in a timely manner. If no communication is made by the Land Owners within two weeks from the date the request is made from the Developer, such approval shall be deemed to have been given/dispensed with and Land Owners shall have no right to refuse the same and shall have no comments suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Land Owners was given.
- (d) The Land Owners shall upon execution of the POA, not do any act or deed that

Sunit Singh

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Kamal Mehta Private Limited

Sunit Singh

Director

may have the effect of canceling or revoking the POA, or in any manner prejudicing or affecting the power/ authority vested in the Developer.

- (f) Without prejudice to the authority vested in the Developer under the POA, the Land Owners shall, if required, execute such documents and do such further acts as may be necessary for effectively conveying the Said Land so as to render the Developer to transfer the Plots/ constructed area and to enable the Developer to raise loans and obtain other facilities by offering the land as security or to enable the Developer to enjoy the benefits and rights vested in the Developer herein. However, the cost incurred of such transfer shall entirely be borne by the Developer.
- (g) All the taxes, duties, betterment charges and other levies of whatsoever nature including the property taxes in relation to the Said Land, up to the Completion Date shall be borne by the Land Owners and the Developer shall not be responsible for the same.
- (h) The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.
- (i) The Land Owners shall extend all support and co-operation, so that the Project is developed and implemented in compliance with the Applicable Law.

13.2. Obligations of the Developer

- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time. The Developer shall also be entitled to prepare new plans for the development of the Said Land as they deem fit.
- (e) The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the project to the extent permissible under the applicable Law in any manner it may deem fit and proper.
- (e) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team.
- (f) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by such agency. The agreements to

Sunit Jindal

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Sunit Jindal

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Kana Marla Private Limited

Sunit Jindal

Director

lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) may have suitable provisions for the same.

14. INDEMNITY

- 14.1. Each of the Land Owners shall jointly as well as severally keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) which may be suffered or incurred directly, or indirectly on account of any defect or for want of title on the part of the Land Owners to the Said Land and/or any failure on the part of the Land Owners to discharge their liabilities and/or obligations under this Agreement or on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement.
- 14.2. The Developer hereby agrees to indemnify and keep indemnified and hold harmless the Land Owners, its employees and agents from and against any demand, claims, damages, litigation, taxes, levies, charges, fees, Statutory Claims or fine asserted, imposed, levied or assessed, claimed, demanded by any third party, Governmental Authority upon/in respect of the Said Land and/ or the Project relating to any periods commencing from the Completion Date, and/or for breach of any covenants, terms, obligation under this agreement by the Developer, its agents, servants or any person claiming through the Developer, by paying an amount equivalent to the extent that such demand, claims, litigation, taxes, levies, charges, fees, Statutory Claims or fine asserted, imposed, levied, demanded or assessed have been paid/claimed by the Land Owners to/by the third parties and/or concerned Governmental Authorities.

15. NOTICES

- 15.1. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 15.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

16. CONFIDENTIALITY

- 16.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The

Sunit Singh

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Kanal Marla Private Limited

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Director

obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

17. GOVERNING LAW AND JURISDICTION

17.1. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Bahadurgarh, Jhajjar, Haryana shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this agreement.

18. DISPUTE RESOLUTION

- 18.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to a panel of Sole Arbitrator to be appointed by the Parties mutually. The language of the arbitration shall be English.
- 18.2. 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 under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

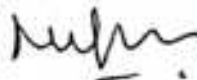
19. MISCELLANEOUS


- 19.1. **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 19.2. **Time:** Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

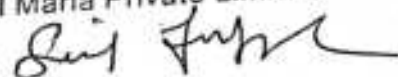
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Kamal Marla Private Limited



Director

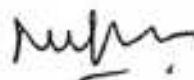
- 19.3. **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 19.4. **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and all the Party jointly may execute this Agreement by signing any one or more of such originals or counterparts.
- 19.5. **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 19.6. **Assignment:** No rights or liabilities under this Agreement shall be assigned by Land Owners. Notwithstanding anything contained to the contrary, the Developer shall have the right to assign all and/or any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Article, it is clarified that such an assignment shall not require any consent from the Land Owners and/ or the Land Owners shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.
- 19.7. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 19.8. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 19.9. **Costs:** The Developer shall bear the costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
- 19.10. **Supercession:** Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supercedes any previous understanding or agreement prior to execution of this agreement.
- 19.11. **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

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Kanal Marla Private Limited



Director

Reg. No.

Reg. Year

Book No.

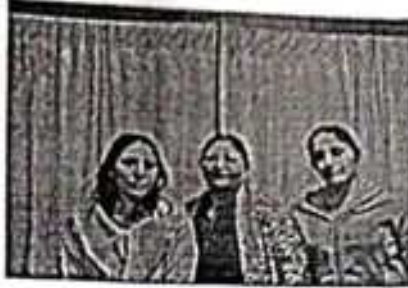
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2022-2023

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पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

Sunil Gupta

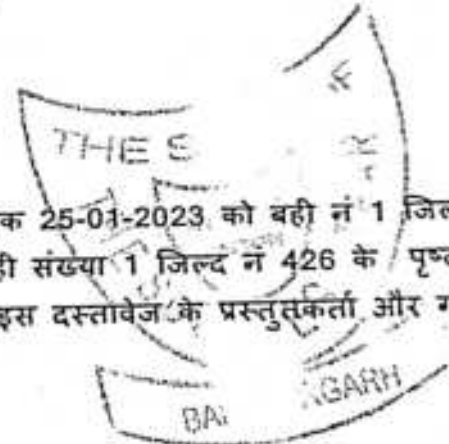
पेशकर्ता :- KANAL MARLA PVT LTD THROUGH SUNIL GUPTA

दावेदार :- SUNITA JINDAL NUPUR JINDAL SHIKHA GUPTA

गवाह 1 :- अशोक नम्बरदार

गवाह 2 :- प्रदीप

प्रमाण पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8024 आज दिनांक 25-01-2023 को बही नं 1 जिल्द नं 10 के पृष्ठ नं 194 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न 426 के पृष्ठ संख्या 81 से 86 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 25-01-2023

उप/सयुक्त पंजीयन अधिकारी (बहादुरगढ)

Signed and delivered for and on behalf of Developer

Signed and delivered for and on behalf of Land Owners

For KANAL MARLA (P) LTD.

Sunil Gupta

Name: Sunil Gupta
Title: Developer

Sunita Jindal

Name: Sunita Jindal
Land Owner

Nupur

Name: Nupur Jindal
Land Owner

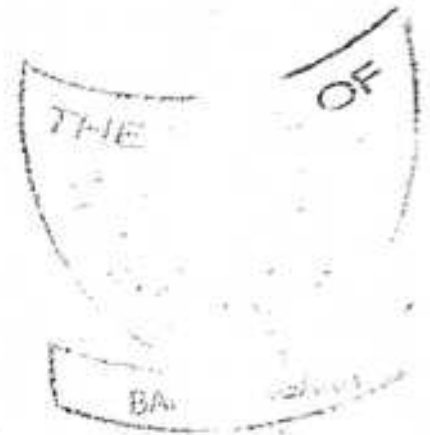
Shikha Gupta

Name: Shikha Gupta
Land Owner

Witnesses:

1. *Ashish*
अशिश अशिश अशिश

2. *Rajendra*
राजेंद्र राजेंद्र राजेंद्र



Mukesh Kumar Saini
MUKESH KUMAR SAINI
Advocate
Ch. No. 122, New Court Complex
BAHADURGARH (Jhajjar)

Kanal Marja Private Limited

Sunil Gupta

Director

**ANNEXURE - A
DESCRIPTION OF THE SAID LAND**

Sr.No.	Khewat No.	Khatoni No.	Mustil No.	Killa No.	Area		SHARE	Area/Share		OWNER
					Kanal	Marla		Kanal	Marla	
1	204	216	49	13/3	1	12	1/2	4	7	SUNITA JINDAL
				14	7	2	1/2	4	7	MUPUR JINDAL
2	202	214	49	15/2	5	7	1	8	15	SHIKHA GUPTA
				16/1/2	0	12				
				16/2/1	2	2				
				25/1/1	0	10				
				25/2/1	0	4				
3	207	219	49	13/2	0	9	79/924	0	1.88	SHIKHA GUPTA
				16/2/2	0	2				
				17/1	0	9				
				18/1	0	2				
Total					18	11		17	10.88	2.1938 Acres

Sunita Jindal

Mupur

Sunita Jindal

Shikha Gupta

Non-Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 24/01/2023

Certificate No. JCX2023A452
GRN No. 98604466



Stamp Duty Paid: ₹ 54000
Penalty: ₹ 0

Seller / First Party Detail

Name: Ms Kanal Marla pvt ltd
H.No/Floor: R2 Sector/Ward: 3 LandMark: 1st floor ruhil residency
City/Village: Saralaurangaba District: Jhajjar State: Haryana
Phone: 98*****07



Buyer / Second Party Detail

Name: Sunil Gupta
H.No/Floor: L13/3 Sector/Ward: X LandMark: Dlf phase 2
City/Village: Chakarpur District: Gurugram State: Haryana
Phone: 98*****07

Purpose: Collaboration Agreement

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

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Bahadurgarh on 25/01/2023
Village- Nuna Majra
Stamp Value- 54000/- Rupees
Registration and Pasting fees- 15003/- Rupees GRN No. 0098605243 Date: - 24-01-2023

BY AND BETWEEN

M/S KANAL MARLA PRIVATE LIMITED (CIN No. U70109HR2022PTC107336 & PAN No. AAJCK8589N) a Company existing under the provisions of the Companies Act, 2013 and having its registered office at R2, First Floor, Ruhil Residency, Sector - 3, Village Sarai, Aurangabad, Jhajjar, Bahadurgarh, Jhajjar - 124507, Haryana (hereinafter referred to as the "Developer", represented herein through its Authorized Signatory Mr. NEERAJ, duly authorized by board resolution dated 24/01/2023 which expression shall, unless repugnant to the context thereof, be deemed to include its administrators, attorneys, successors and permitted assigns) being the party of the **FIRST PART**;

AND

Mr. Sunil Gupta (PAN No. AAGPG3686A & ADHAAR NO. 9221 0519 0355) S/o Mr. Shyam Kishor R/o House No. L13/3, DLF Phase 2, Chakarpur, Gurugram, Haryana (hereinafter referred

Kanal Marla Private Limited

Director

to as "Land Owner", which expression shall, unless repugnant to the context thereof, be deemed to include his/ their legal heirs, attorneys, administrators, successors and permitted assigns) being the party of the SECOND PART.

(The "Developer" and the "Land Owner" shall hereinafter be individually referred to as the "Party" and collectively as "Parties")

WHEREAS:

- A. That the Land Owner are the sole and absolute owners in peaceful vacant possession of contiguous freehold land parcel admeasuring 5 kanal 3 marla (equivalent to 0.64375 Acres) situated at revenue estates of Nuna Majra, Tehsil Bahadurgarh, Distt. Jhajjar, Haryana more particularly described in Annexure - A attached herewith (hereinafter referred to as the "Land Schedule").
- B. The Developer is a company engaged in the business of inter alia development and construction of immovable property.
- C. The Land Owner and the Developer are now desirous of developing the said Land into a Residential Plotted / Commercial Plotted / Deen Dayal Colony after obtaining necessary license and other approvals from the office of Director Town and Country Planning Haryana, Chandigarh and in order to develop the said Land, the Parties accordingly are desirous to enter into this Collaboration Agreement, whereby the Land Owner shall contribute the said Land and the Developer shall develop the said Land along with some other land parcels, if any which it may have acquired adjoining the said Land.
- D. The Land Owner, being the sole and absolute Owners and holder of the entire development rights over the said Land Said Land, approached the Developer to undertake development, promotion, construction and sale of the Project to be developed over the Said Land. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for development, promotion, construction and sale of the Project and for that purpose the Land Owner have agreed to grant to the Developer, the entire uninterrupted, exclusive, full and free right to construct, promote, advertise and market the Plot/ premises constructed on the Said Land in such manner it deems fit for its own account and own benefit (hereinafter collectively referred to as the "Development Rights", which shall include all the rights contained in Article 3 below) and the Developer has agreed to develop the Said Land upon grant of Development Rights on the terms and conditions contained under this Agreement.
- E. The Parties now wish to record their understanding and detail the framework, terms and conditions that would govern their relationship in relation to the Project and the development thereof by the Developer, and are accordingly entering into this Agreement.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

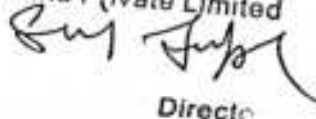
1. DEFINITIONS AND INTERPRETATION



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Kanal Marla Private Limited



Director

प्रलेख न:8022

दिनांक:25-01-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील बहादुरगढ

गांव/शहर नूना माजरा

धन संबंधी विवरण

राशि 2700000 रुपये

स्टाम्प ड्यूटी की राशि 54000 रुपये

स्टाम्प नं : JCX2023A452

/ स्टाम्प की राशि 54000 रुपये

रजिस्ट्रेशन फीस की राशि 15000
रुपये

EChallan:98605243

पेस्टिंग शुल्क 0 रुपये

Drafted By: मुकेश सैनी

Service Charge:0

यह प्रलेख आज दिनांक 25-01-2023 दिन बुधवार समय 3:15:00 PM बजे श्री/श्रीमती /कुमारी
KANAL MARLA PVT LTD THROUGH NEERAJ निवास BAHADURGARH द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

हस्ताक्षर प्रस्तुतकर्ता
KANAL MARLA PVT LTD THROUGH NEERAJ

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SUNIL GUPTA-पुत्र SHYAM KISHOR हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी विरेन्द्र नम्बरदार पिता — निवासी नूना माजरा व श्री/श्रीमती /कुमारी प्रदीप पिता रामकुमार निवासी साखोल ने की।

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

उप/संयुक्त पंजीयन अधिकारी(बहादुरगढ)

दिनांक 25-01-2023

1.1. **Definitions:** In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Agreement" means this Agreement for the development of the Said Land, together with all annexures, schedules and exhibits attached hereto;

"Architect" means the architect appointed by the Developer for the Project;

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained (including, for the avoidance of doubt, the Sanctioned Plan, and all approvals required in connection with or pursuant to the Sanctioned Plan) and/or for the commencement and completion of the development and construction of the Said Land including without limitation License, environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or Governmental authorities whether State or Central;

"Applicable Law" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

"Buildings" means the buildings, structures, constructions, built-up units, houses, villas to be constructed by the Developer on the Plots in Said Land in terms of the Plans;

"Completion Date" means the date of execution of this Agreement, on which date actual, vacant and physical possession of the Said Land shall be delivered to the Developer by the Land Owner to enable the Developer to commence the Project;

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"Development Rights" has the meaning ascribed to the term under Recital F above;

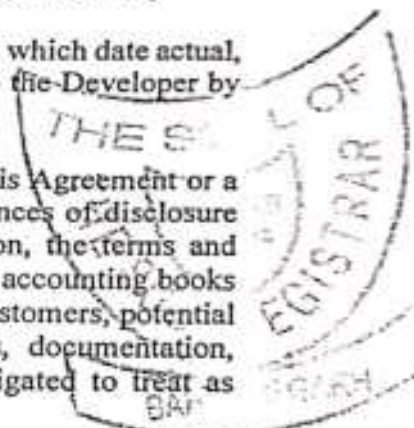
"Effective Date" means the date of execution of this Agreement as written hereinabove;

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any

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other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land;

"Plan" means the drawings and plan for the Plot, buildings and/or services prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable general power of attorney to be executed by Land Owner in favour of the Developer authorising the Developer to enjoy the rights and carry out the power and objective of the Agreement;

"Project" means a development of a Residential / Commercial Plotted Colony under Deen Dayal Jan Awas Yojna over land parcels together with and forming part of the Said Land which may have Plotted Development and/or Built-up units/ Houses / Villas/Floors as may be decided by the Developer in accordance with rules and regulations of the authorities;

"Project Team" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed by the Developer;

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Architect, which may be modified or amended by the Developer in consultation with the Architect from time to time; and

"Transaction Documents" collectively means this Agreement and the POA executed in favour of the Developer.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. Reference to the singular includes a reference to the plural and vice versa;

1.2.2. Reference to any gender includes a reference to all other genders;

1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

1.2.4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and

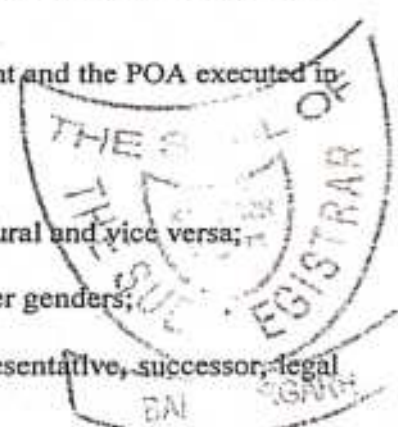
1.2.5. Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this Agreement.

1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its

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interpretation.

- 1.4. When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.5. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. ARRANGEMENT

- 2.1. Pursuant to this Agreement and in consideration of the Developer allocating the Owner's Allocation, the Land Owner, hereby irrevocably, absolutely and unconditionally grant to the Developer the entire Development Rights over the Said Land on the terms and conditions contained hereunder.
- 2.2. The Land Owner hereby jointly and severally represent to the Developer that the Land Owner are sole and absolute owners of the Said Land and the Land Owner further hereby jointly and severally represent that on or before the Completion Date the actual, physical, vacant possession thereof shall be delivered, to the Developer, for the purpose of enabling the Developer to develop the Project. For the aforesaid purpose:
 - (a) The Land Owner hereby grant an exclusive and irrevocable right to the Developer, to enter upon the Said Land or any part thereof, and develop the same in terms of this Agreement for the development of the Project and construction of Buildings, if any. Land Owner further irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Said Land for executing and implementing the Project in accordance with this Agreement. The Land Owner shall not revoke the permission/ license so granted as the Developer will be incurring expenditure for development / construction based on the assurances and permission granted by the Land Owner;
 - (b) The Land Owner hereby agree to hand over all the antecedent documents including title deeds of the entire Said Land (including, for the avoidance of doubt, each land parcel forming part of the Said Land) to the Developer on or before the Completion Date. The Developer shall retain all the title deeds thereof, which shall include without limitation, such further agreements to be executed between the Parties and

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the POA to be executed by the Land Owner.

- (c) On the Completion Date, Land Owner shall execute and deliver the POA to the Developer.

3. DEVELOPMENT RIGHTS

3.1. The Land Owner have under this Agreement, granted the entire Development Rights to the Developer who shall be entitled to enter upon the Said Land or any part thereof and undertake the development and construction work on the Said Land. The Developer may undertake the same either by itself or through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

3.2. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on the Said Land and for the purpose approach any Governmental Authority or any other body or in respect of any acts, deeds, matters and things which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf. The Developer shall also be entitled to appoint the Project Team of its choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building such as cement, steel etc. to the relevant authorities and all other authorities in connection with layout plan, zoning plan, service plan, building plan submitted and/or to be submitted and for the other establishments to be developed/constructed by the Developer and/or its nominees or assigns and sale thereof and the Land Owner shall render all possible assistance and do all acts and things as may be requested by the Developer in this regard to enable the Developer to undertake the development of the Project on the Said Land.

3.3. Notwithstanding anything contained to the contrary,

(a) The Developer shall be entitled to apply for LOIs, obtain licenses and all other approvals for the development of the Project over the said Land together with or without further land parcels and for the said purpose deposit necessary charges, fees, deposits, EDC, IDC, IDW etc. and that purpose submit bank guarantees and to seek refund thereof.

(b) The Developer shall be free and entitled to register the Project (in full or phases) over the said Land whereas the Developer shall be the Promoter of the Project with Haryana Real Estate Regulatory Authority for the purpose of Real Estate (Regulation and Development) Act 2016 read with the rules framed thereunder and launch, market, sell, allot, dispose of the area/Plot/built-up units developed in the Project in such manner as it may deem fit without requiring any consent from the Land Owner and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises constructed on the Said Land.

(c) The Developer's possession of the Said Land and any member of the Project Team

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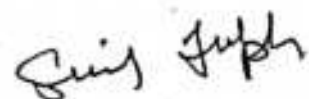
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thereon shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Said Land or any part thereof by developing Project and / or constructing Buildings thereon pursuant to this Agreement.

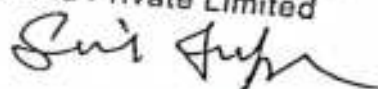
- (d) The Developer shall be free to change the nature of the development and construction without requiring the consent of the Land Owner, if the same is permissible under law.
- (e) The Developer shall alone be entitled to determine the name of the Project/the Buildings.
- (f) The Developer shall be entitled to enter upon the Said Land or part thereof as an irrevocable right/licensee for the purpose of exercise of the its Development Rights granted hereunder.
- (g) The Developer shall be entitled to remain in the Said Land or part thereof till the completion of the Project and the marketing of the premises.
- (h) The Developer shall be entitled to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and all its ministries and departments, Government of India and all its ministries and departments, defense establishments including the Air Force, Airport Authority, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Said Land or any part thereof and the marketing of the premises to be constructed thereon;
- (i) The Developer shall be entitled to take appropriate actions, steps and make and seek compliances, permissions, sanctions, approvals, and exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required if any, entirely at the discretion of the Developer for development of Project and construction of the Building/s upon the Said Land or any part thereof.
- (j) The Developer shall be entitled to carry out all the infrastructural work, including leveling, Land escaping, Roads, service lanes, parking lot, schools, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed Township and the building/s to be constructed on the Said Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.
- (k) The Developer shall be entitled to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and solely be liable to pay the wages, remuneration and salary of such labor, personnel- skilled



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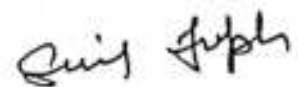


or un-skilled, workmen and to comply with all laws and regulations from time to time in force in that behalf.

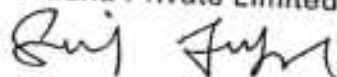
- (l) The Developer shall be entitled to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities and/or public /private utilities, banks/financial institutions relating to the development of the Said Land or any part thereof.
- (m) The Developer shall be entitled to bear and pay all outgoings and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for Plots, Built-up area, land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the Said Land only from the Effective Date.
- (n) The Developer shall obtain full / part completion certificate / occupation certificate/s in respect of plot developed and /or the premises to be constructed on the Said Land from time to time and upon completion of the Project and the marketing of all the Plots, premises thereon constructed, obtain completion certificate/s.
- (o) The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing of all the Plots, the premises to be constructed on the Said Land or part thereof by way of sale/lease/license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as it deem fits and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of the Plots/ premises to be constructed on the Said Land or any part thereof.
- (p) The Developer shall be entitled to assign the benefit, rights and obligations as contained herein (in whole or in part).
- (q) The Developer shall be entitled to execute a deed of Plot/Built-up units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be required in respect of the Plots/ premises to be constructed on the Said Land or any part thereof in favour of any society / transferees and shall solely be liable to such transferees/third party without any reference to the Land Owner.
- (r) The Developer shall be entitled to create mortgages / charges / encumbrances etc. of any nature whatsoever on the Said Land or any part thereof/ premises to be constructed on the Said Land / the development rights granted hereunder, without making the Land Owner liable for repayment. All liabilities in this regard shall be discharged by the Developer alone.
- (s) The Developer shall be entitled to execute all necessary, legal and statutory writings and documentations for the exercise of the development rights, carrying out the development of the Said Land or any part thereof and the marketing of the Plots/ premises to be constructed on the Said Land or part thereof, as envisaged



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Director

herein.

4. AREA ALLOCATION

- 4.1. That in lieu of the grant of the Development Rights in favour of the Developer by the Land Owner, the Land Owner shall be entitled to 50% developed area of the Land contributed by the Land Owner in the Project ("Owner's Allocation"), which area shall be allocated in favour of the Land Owner after receipt of approval of layout plan/ zoning plan of the Project and registration of the Project under RERA. The Developer shall be solely entitled to the entire balance plotted area (inclusive of residential and commercial plots) out of the Land contributed by the Land Owner in the Project ("Developer's Allocation"). The Developer shall be entitled to deal with, book, allot, alienate, sell, transfer, lease, license the Developer's Allocation in any manner after obtaining licence and allocation of plots as mentioned above and on such terms, as it may deem fit, without any concurrence whatsoever with the Land Owner. Similarly, the Land Owner shall be entitled to deal with, book, allot, alienate, sell, transfer, lease, license the Owner's Allocation in any manner after grant of licence and allocation of plots as mentioned above and on such terms, as it may deem fit, without any concurrence whatsoever with the Developer.
- 4.2. That after sanction of the layout plan and RERA registration of the Project, the Developer shall allocate and earmark the Owner's Allocation of the area share in the Project on which Owner's Allocation, the Developer shall have no lien.
- 4.3. The entire receivables from the Project shall be received in the Developer's designated bank account. All bank accounts opened and maintained with respect to the Project shall be operated solely by the Developer.

5. COST AND EXPENSES

- 5.1. The Parties agree that the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), Engineers, Contractors, preparation of Plans as also all other statutory fees and charges incidentals including the payment of scrutiny fees, license fees, conversion charges, internal development charges, infrastructure development charges, external development charges, IDW and all amounts paid or payable towards any of the foregoing including any enhancement thereof and also the payment towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and to the Government and/or any other Authority for the provision of peripheral or external services/ amenities to the said Project and submission of bank guarantee etc. shall be wholly to the account of the Developer.
- 5.2. That the Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owner.

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Director

Sunil Gupta

5.3. The present, and future Approvals required for the Project shall be obtained by the Developer at its cost and expenses and the Land Owner shall extend all assistance and do all acts and things and execute all documents as may be required by the Developer for obtaining such Approvals.

6. LICENSES, PLANS AND APPROVALS

6.1. The Developer shall, based on the plans as approved and secured from DTCP/ concerned Governmental Authorities, develop the Said Land. The responsibility for preparing and obtaining the necessary Approvals, Sanctioned Plan and Service Plan etc. shall be that of the Developer and the Developer shall wholly bear all the costs and expenses in this respect. The Land Owner shall execute all necessary applications/ forms/ documents for obtaining the Approvals required to develop the Said Land.

7. POWERS OF ATTORNEY

7.1. The Land Owner shall also execute the POA to enable the Developer to secure plans, licenses and/or other approvals or permission(s) for the development of the Said Land or part thereof and to enable the Developer to develop the same and exercise the Development Rights. In addition, the Land Owner shall sign and execute such other documents, papers and other agreement(s), application(s), powers of attorney that may be required by the Developer for undertaking the Project. However, the expenses on execution of such documents and the cost of the development/construction of the Project shall be met and borne by the Developer. The Parties shall co-operate with each other in the completion and mutual success of the development of the Said Land.

7.2. The POA shall be registered, if required, with the appropriate authorities and the stamp duty and registration fees and all connected expenses for registration shall be borne by the Developer and or their nominee(s) as the case may be.

8. TAXES

8.1. All municipal taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued upto the Completion Date shall be paid and discharged by the Land Owner. Thereafter, all such charges, taxes shall be borne by the Developer.

8.2. The Developer and the Land Owner shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.

8.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne by Developer.

8.4. All payments to Land Owner from the Developer shall be subject to applicable TDS deduction for which the Developer shall furnish TDS certificate from time to time.

7.5. All taxes payable with regard to the Project, including but not confined to goods and service tax, shall be paid solely by the Developer.

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9. **AGREEMENTS WITH LESSEES AND PURCHASERS**

- 9.1. The Parties agree that the Developer shall enter into agreements, Agreement For Sale, Sale Deed, Conveyance Deed etc. on behalf of itself as well as the constituted attorney for the Land Owner for the sale /lease of the Plots/units constructed on the Said Land. The specific terms and conditions in the respective sale, transfer or lease deeds as the case may be, including without limitation the consideration payable by the third parties shall be decided by the Developer and the Land Owner shall not raise any objection in this regard.
- 9.2. Without prejudice to the POA, Land Owner shall provide such appropriate assistance and assurances as may be required by the Developer in connection with the proper execution of such sale or lease deed as contemplated under Article 9.1 above. The Land Owner further agree to join hands with the Developer, in execution of the Sale Deeds/ Conveyance Deeds which may be executed by the Developer in favour of the Buyers/ Third Parties for conveying the rights, title in the Plot, Flat, and Built-up Units as the case may be.

10. **TERMINATION**

- 10.1. Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party and neither Party shall be entitled to terminate this Agreement.
- 10.2. The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that Land Owner shall not be entitled to terminate this Agreement for any reason whatsoever. Nothing shall prevent the Parties from enforcing their rights under this Agreement in accordance with law and/or from cancelling, terminating, revoking this Agreement & the POA by mutual agreement.

11. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 11.1. The Land Owner hereby jointly and severally represent, warrant and declare to the Developer (as on the Effective Date) that:
- (a) The Land Owner are in actual, absolute, lawful, physical, peaceful and vacant possession of each and every part of the Said Land.
- (b) The title of the Land Owner to the Said Land or any part thereof is clear and marketable and free from all Encumbrances whatsoever and is also free from all reasonable doubts;
- (c) The description of Said Land provided in Annexure-A is true, complete and accurate and not misleading in any respect.
- (d) There is no lis-pendens, litigation & proceedings other than stated herein, attachment, claims, demand, acquisition, reservation, prohibitory order, set-back, notice of any

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nature whatsoever in or upon the Said Land or any part thereof within the knowledge of the Land Owner;

- (e) No recovery proceedings under any law, act or statute are pending against and/or with respect to the Said Land the Land Owner.
- (f) The Said Land is not a subject matter of proceedings commonly called as arrears of land revenue or like proceedings.
- (g) No part of the Said Land is subject to any matter which will materially and adversely affect the Developer's ability to use the Said Land for the Project.
- (h) The grant of Development Rights over the Said Land to the Developer in terms of this agreement is not in violation of any applicable laws /Approvals.
- (i) No person either as a co-owner, partner, tenant, or otherwise howsoever has any right, title, interest, claim or demand of any nature whatever in to or upon Said Land including by way of sale, agreement for sale, Memorandum of Understanding, power of attorney, charge (secured or unsecured), lien, mortgage, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever;
- (j) Other than this Agreement and the POA and the documents disclosed and discussed in this Agreement there are no arrangement(s) for the development or sale or transfer of any portion of the Said Land with any Person nor are there any subsisting powers of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with any part of the Said Land in any manner whatsoever.
- (k) There are no outstanding property taxes, duties, cesses, levies including agricultural assessments or any other amount payable which are due and payable to any authority in respect of the Said Land and in the event any such amounts are found to be outstanding in respect of the period up to the date hereof, then the Land Owner hereby undertake to make the payment of the same;
- (l) The Land Owner has not done any act of commission or omission whereby its right title and interest in the Said Land or any part thereof is in any manner prejudicially affected;

10.2 Each warranty shall be separate and independent and (except as expressly otherwise provided) no warranty shall be limited by reference to any other warranty.

12. NAME OF THE PROJECT, PUBLICITY AND SIGNAGE

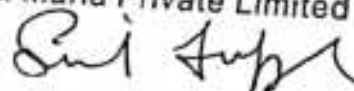
12.1. The Developer shall be entitled to name the Project and modify the same at its sole discretion.

12.2. The Developer shall be entitled to erect sign board(s) in the Said Land advertising for sale and disposal of the plot/ built areas in the Said Land and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective

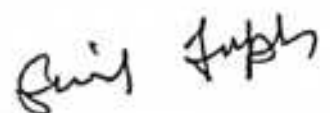


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purchaser/s and otherwise market the Project in any manner howsoever.

12.3. It is a specific term and condition of this Agreement that:

- (a) The name and/or identification numbers given to the Plots, Buildings or portions thereof shall be displayed in a manner as may be decided by the Developer at its sole discretion;
- (b) No signboard, hoarding or any other logo or sign shall be put up by the Land Owner to the Buildings on the exterior of the Buildings or on the outer walls of the Buildings;
- (c) The Land Owner shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the units of the Project.

13. OBLIGATION OF THE PARTIES

13.1. Obligations of the Land Owner

- (a) The Land Owner shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Said Land by the development of the Plots/construction of Buildings as envisaged in this Agreement including but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- (b) The Land Owner recognize and acknowledge that the Developer is making substantial investments in the Project on its representation. The Land Owner shall duly comply with their obligations hereunder so that the Parties procure adequate value for the Project.
- (d) The Land Owner shall give all documents and certificates that may be required to be given to the Developer, if any, in respect of the Project, in a timely manner. If no communication is made by the Land Owner within two weeks from the date the request is made from the Developer, such approval shall be deemed to have been given/dispensed with and Land Owner shall have no right to refuse the same and shall have no comments suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Land Owner was given.
- (d) The Land Owner shall upon execution of the POA, not do any act or deed that may have the effect of canceling or revoking the POA, or in any manner prejudicing or affecting the power/ authority vested in the Developer.
- (f) Without prejudice to the authority vested in the Developer under the POA, the Land Owner shall, if required, execute such documents and do such further acts as

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may be necessary for effectively conveying the Said Land so as to render the Developer to transfer the Plots/ constructed area and to enable the Developer to raise loans and obtain other facilities by offering the land as security or to enable the Developer to enjoy the benefits and rights vested in the Developer herein. However, the cost incurred of such transfer shall entirely be borne by the Developer.

- (g) All the taxes, duties, betterment charges and other levies of whatsoever nature including the property taxes in relation to the Said Land, up to the Completion Date shall be borne by the Land Owner and the Developer shall not be responsible for the same.
- (h) The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.
- (i) The Land Owner shall extend all support and co-operation, so that the Project is developed and implemented in compliance with the Applicable Law.

13.2. Obligations of the Developer

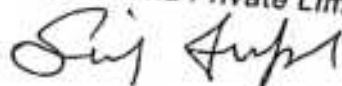
- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time. The Developer shall also be entitled to prepare new plans for the development of the Said Land as they deem fit.
- (e) The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the project to the extent permissible under the applicable Law in any manner it may deem fit and proper.
- (e) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team.
- (f) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) may have suitable provisions for the same.

14. INDEMNITY

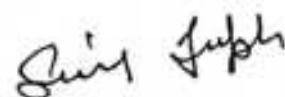


14 of 19

Kanal Marla Private Limited



Director



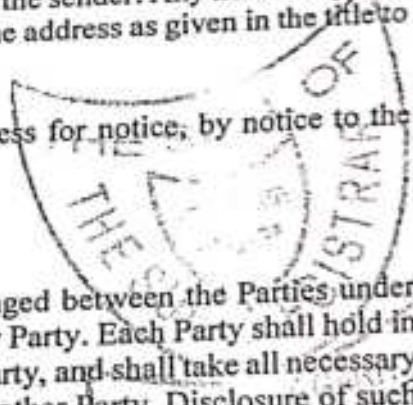
14.1. Each of the Land Owner shall jointly as well as severally keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) which may be suffered or incurred directly, or indirectly on account of any defect or for want of title on the part of the Land Owner to the Said Land and/or any failure on the part of the Land Owner to discharge their liabilities and/or obligations under this Agreement or on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement.

14.2. The Developer hereby agrees to indemnify and keep indemnified and hold harmless the Land Owner, its employees and agents from and against any demand, claims, damages, litigation, taxes, levies, charges, fees, Statutory Claims or fine asserted, imposed, levied or assessed, claimed, demanded by any third party, Governmental Authority upon/in respect of the Said Land and/ or the Project relating to any periods commencing from the Completion Date, and/or for breach of any covenants, terms, obligation under this agreement by the Developer, its agents, servants or any person claiming through the Developer, by paying an amount equivalent to the extent that such demand, claims, litigation, taxes, levies, charges, fees, Statutory Claims or fine asserted, imposed, levied, demanded or assessed have been paid/claimed by the Land Owner to/by the third parties and/or concerned Governmental Authorities.

15. NOTICES

15.1. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

15.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.



16. CONFIDENTIALITY

16.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

(a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or

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Kanal Marla Private Limited

Director

- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

17. GOVERNING LAW AND JURISDICTION

17.1. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Bahadurgarh, Jhajjar, Haryana shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this agreement.

18. DISPUTE RESOLUTION

18.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to a panel of Sole Arbitrator to be appointed by the Parties mutually. The language of the arbitration shall be English.

18.2. 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 under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

19. MISCELLANEOUS

19.1. **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

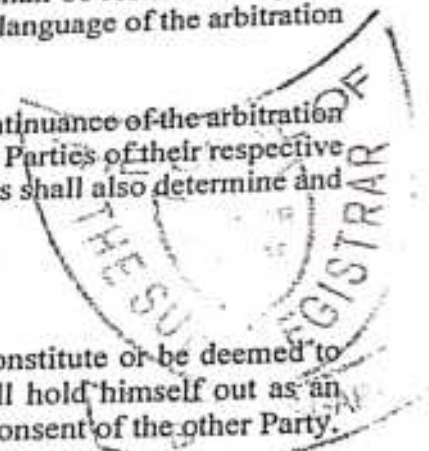
19.2. **Time:** Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

19.3. **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

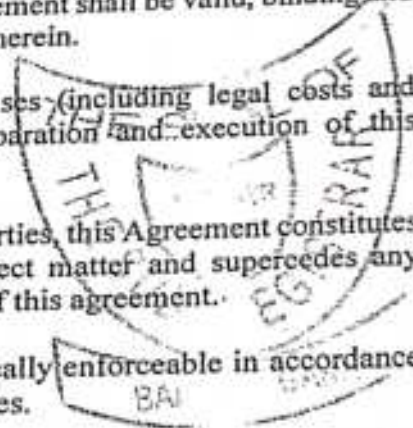
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Kanal Marla Private Limited

Director



- 19.4. **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and all the Party jointly may execute this Agreement by signing any one or more of such originals or counterparts.
- 19.5. **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 19.6. **Assignment:** No rights or liabilities under this Agreement shall be assigned by Land Owner. Notwithstanding anything contained to the contrary, the Developer shall have the right to assign all and/or any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Article, it is clarified that such an assignment shall not require any consent from the Land Owner and/ or the Land Owner shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.
- 19.7. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 19.8. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 19.9. **Costs:** The Developer shall bear the costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
- 19.10. **Supercession:** Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supercedes any previous understanding or agreement prior to execution of this agreement.
- 19.11. **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

Signed and delivered for and on behalf of
Developer
For KANAL MARLA (P) LTD.

Signed and delivered for and on behalf of Land
Owner

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Kanal Marla Private Limited

Director

Reg. No.

Reg. Year

Book No.

8022

2022-2023

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- KANAL MARLA PVT LTD THROUGH NEERAJ

दावेदार :- SUNIL GUPTA

गवाह 1 :- विरेन्द्र नम्बरदार

गवाह 2 :- प्रदीप

उप/संयुक्त पंजीयन अधिकारी

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8022 आज दिनांक 25-01-2023 को बही नं 1 जिल्द नं 10 के पृष्ठ नं 193.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 426 के पृष्ठ संख्या 7A से 77 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 25-01-2023

उप/संयुक्त पंजीयन अधिकारी(बहादुरगढ)

Neeraj
Name: Neeraj
Title: Developer

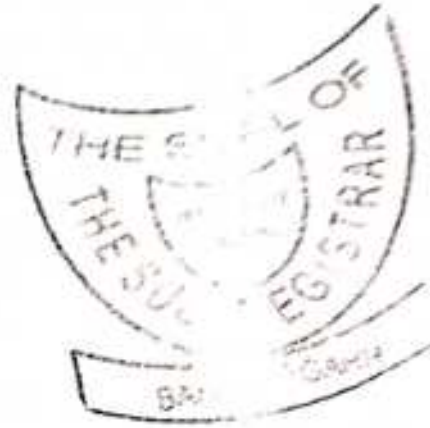
Sunil Gupta
Name: Sunil Gupta
Land Owner

Witnesses:

1. *Arvind Jyotsna*
गुनामाजरी

2. *[Signature]*

प्रदीप गुप्त रामकुमार
खाली



MK 25/11/23
MUKESH KUMAR SAINI
Advocate
CH. No. 122, New Court Complex
BAHADURGARH (Jhajjar)

[Signature]

Kanal Maria Private Limited
Sunil Gupta
Director

**ANNEXURE - A
DESCRIPTION OF THE SAID LAND**

Village- Nuna Majra, Tehsil- Bahadurgarh, District- Jhajjar, Haryana										
Sr.No.	Khewat No.	Khatoni No.	Mustil No.	Killa No.	Area		SHARE	Area/Share		OWNER
					Kanal	Marla		Kanal	Marla	
4	608	628	2	25	5	7	103/738	5	3	SUNIL GUPTA
			7	4	8	0				
				5	8	0				
				6	8	0				
				7/1	7	11				
Total				36	18		5	3	0.64375 Acres	

Prof

Sunil Gupta



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Kanal Marla Private Limited

Sunil Gupta

Director

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 14/12/2022

Certificate No. JCN2022L168

GRN No. 97215477



Stamp Duty Paid: ₹ 690000

Penalty: ₹ 0

Rs. Per Day

6912

Seller / First Party Detail

Name: Kanal Marla Pvt Ltd

H.No/Floor: R2

City/Village: Saralaurangaba

Phone: 99*****45

Sector/Ward: 3

District: Jhajjar

LandMark: 1st floor ruhil residency

State: Haryana

Buyer / Second Party Detail

Name: Devender And Ravinder

H.No/Floor: X

City/Village: Nuna majra

Phone: 99*****45

Sector/Ward: X

District: Jhajjar

LandMark: X

State: Haryana

Purpose: Collaboration Agreement



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

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Bahadurgarh on 15/12/2022
Village- Nuna Majra

Stamp Value- 6,90,000/- Rupees

Registration and Pasting fees- 50003/- Rupees GRN No. 97216287 Date:- 14-12-2022

BY AND BETWEEN

M/S KANAL MARLA PRIVATE LIMITED (CIN No. U70109HR2022PTC107336 & PAN No. AAJCK8589N) a Company existing under the provisions of the Companies Act, 2013 and having its registered office at R2, First Floor, Ruhil Residency, Sector - 3, Village Sarai, Aurangabad, Jhajjar, Bahadurgarh, Jhajjar - 124507, Haryana (hereinafter referred to as the "Developer", represented herein through its Authorized Signatory Mr. Sunil Gupta, (PAN No. AAGPG3686A & ADHAR No. 9221 0519 0355) S/o Shyam Kishor H no. L-13/3 D.L.F Phase-2 Gurgaon, P.O. Gurgaon, Chakarpur(74), Gurgaon, Haryana- 122002 duly authorized by board resolution dated 16th Nov, 2022 which expression shall, unless repugnant to the context thereof, be deemed to include its administrators, attorneys, successors and permitted assigns) being the party of the **FIRST PART**;

AND

(1) Mr. Devender (PAN No. EZXPD9022H & ADHAAR NO. 8375 2540 9677) and (2) Mr. Ravinder (PAN No. AMBPR7369A & ADHAAR NO. 7805 8541 5086) both sons of Mr. Kanal Marla Private Limited

Sunil Gupta

Auth. Signatory

Kanal Marla Private Limited

Sunil Gupta

Director

Sunil Gupta

Bhagwan Singh s/o Harke residents of village Pana-Dehela, Nuna Majra (46), Noona Majra, Jhajjar, Haryana - 124507 (hereinafter collectively referred to as "Land Owners", which expression shall, unless repugnant to the context thereof, be deemed to include his/ their legal heirs, attorneys, administrators, successors and permitted assigns) being the party of the SECOND PART;

(The "Developer" and the "Land Owners" shall hereinafter be individually referred to as the "Party" and collectively as "Parties")

WHEREAS:

- A. That the Land Owners are the sole and absolute owners in peaceful vacant possession of contiguous freehold land parcel admeasuring 27 kanal 10.5 marla (equivalent to 3.4406 Acres) situated at revenue estate of Village Nuna Majra, Tehsil Bahadurgarh, District Jhajjar, Haryana more particularly described in Annexure - A attached herewith vide Khewat no.608/506 Min, Khata no. 628, Killa no.2/25(5-7), 7/14(8-0), 5(8-0), 6(8-0), 7/1(7-11), Kitte 5, Rakba 36 Kanal 18 Marla, Share 138/185 which equals to 27 kanal 10.5 marla of Jamabandi year 2019-20. (hereinafter referred to as the "Land").
- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable property.
- C. The Land Owners and the Developer are now desirous of developing the said Land into a Residential Plotted / Commercial Plotted / Deen Dayal Colony after obtaining necessary license and other approvals from the office of Director Town and Country Planning Haryana, Chandigarh and in order to develop the said Land, the Parties accordingly are desirous to enter into this Collaboration Agreement, whereby the Land Owners shall contribute the said Land and the Developer shall develop the said Land along with some other land parcels, if any which it may have acquired adjoining the said Land.
- D. The Land Owners, being the sole and absolute Owners and holder of the entire development rights over the said Land Said Land, approached the Developer to undertake development, promotion, construction and sale of the Project to be developed over the Said Land. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for development, promotion, construction and sale of the Project and for that purpose the Land Owners have agreed to grant to the Developer, the entire uninterrupted, exclusive, full and free right to construct, promote, advertise and market the Plot/ premises constructed on the Said Land in such manner it deems fit for its own account and own benefit (hereinafter collectively referred to as the "Development Rights", which shall include all the rights contained in Article 3 below) and the Developer has agreed to develop the Said Land upon grant of Development Rights on the terms and conditions contained under this Agreement.
- E. The Parties now wish to record their understanding and detail the framework, terms and conditions that would govern their relationship in relation to the Project and the

Sunit Jyoti
Authorized Signatory

2 of 2019

Kanal Marla Private Limited

Sunit Jyoti
Director

21/2/19

दिनांक:15-12-2022

प्रलेख न:6912

डीड संबंधी विवरण

डीड का नाम
AGREEMENT

COLLABORATION

तहसील/सब-तहसील बहादुरगढ

गांव/शहर गूना माजरा

धन संबंधी विवरण

राशि 34406000 रुपये

स्टाम्प ड्यूटी की राशि 688120 रुपये

स्टाम्प नं : JCN2022L166

स्टाम्प की राशि 690000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:97216287

पेस्टिंग शुल्क 0 रुपये

Drafted By: श्रीभगवान

Service Charge:0

यह प्रलेख आज दिनांक 15-12-2022 दिन गुरुवार समय 2:41:00 PM बजे श्री/श्रीमती /कुमारी MS KANAKA MARLA Private Limited THROUGH SUNIL GUPTA निवास BAHADURGARH द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Auth. Signatory

उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

हस्ताक्षर प्रस्तुतकर्ता
MS KANAKA MARLA Private Limited
THROUGH SUNIL GUPTA

Auth. Signatory

उपरोक्त पेशकर्ता श्री/श्रीमती /कुमारी RAVINDER पुत्र BHAGWAN SINGH DEVENDER पुत्र BHAGWAN SINGH हाजिर हैं। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी विरेन्द्र नम्बरदार पिता --- निवासी नुना माजरा व श्री/श्रीमती /कुमारी दीपक पिता हनुमत सिंह निवासी नुनामाजरा ने की।

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

उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

development thereof by the Developer, and are accordingly entering into this Agreement.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions: In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Agreement" means this Agreement for the development of the Said Land, together with all annexures, schedules and exhibits attached hereto;

"Architect" means the architect appointed by the Developer for the Project;

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained (including, for the avoidance of doubt, the Sanctioned Plan, and all approvals required in connection with or pursuant to the Sanctioned Plan) and/or for the commencement and completion of the development and construction of the Said Land including without limitation License, environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or Governmental authorities whether State or Central;

"Applicable Law" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

"Buildings" means the buildings, structures, constructions, built-up units, houses, villas to be constructed by the Developer on the Plots in Said Land in terms of the Plans;

"Completion Date" means the date of execution of this Agreement, on which date actual, vacant and physical possession of the Said Land shall be delivered to the Developer by the Land Owners to enable the Developer to commence the Project;

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

Kanal Marla Private Limited

Sunil Jaiswal

Auth. Signatory

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Kanal Marla Private Limited

Sunil Jaiswal

Director

21/2/19

"Consideration" means the sum of fixed amount to be paid by the Developer to the Land Owners in the manner more particularly described in Article 4 below.

"Development Rights" has the meaning ascribed to the term under Recital F above;

"Effective Date" means the date of execution of this Agreement as written hereinabove;

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, *lis pendens*, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land;

"Plan" means the drawings and plan for the Plot, buildings and/or services prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable general power of attorney to be executed by Land Owners in favour of the Developer authorising the Developer to enjoy the rights and carry out the power and objective of the Agreement;

"Project" means a development of a Residential / Commercial Plotted Colony under Deen Dayal Jan Awas Yojna over land parcels together with and forming part of the Said Land which may have Plotted Development and/or Built-up units/ Houses / Villas/Floors as may be decided by the Developer in accordance with rules and regulations of the authorities;

"Project Team" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed by the Developer;

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Architect, which may be modified or amended by the Developer in consultation with the Architect from time to time; and

"Transaction Documents" collectively means this Agreement and the POA executed in favour of the Developer.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. Reference to the singular includes a reference to the plural and vice versa;

Kanal Maria Private Limited

Sunil Supt
Auth. Signatory

4 of 20 19

Kanal Maria Private Limited

Sunil Supt
Director

[Handwritten signature]

[Handwritten signature]

- 1.2.2. Reference to any gender includes a reference to all other genders;
- 1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5. Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this Agreement.

1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

1.4. When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

1.5. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.

1.6. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.

1.7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. ARRANGEMENT

2.1. Pursuant to this Agreement and in consideration of the Developer paying to land owners the Consideration, the Land Owners, hereby irrevocably, absolutely and unconditionally grant to the Developer the entire Development Rights over the Said Land on the terms and conditions contained hereunder.

2.2. The Land Owners hereby jointly and severally represent to the Developer that the Land Owners are sole and absolute owners of the Said Land and the Land Owners further hereby jointly and severally represent that on or before the Completion Date the actual, physical, vacant possession thereof shall be delivered, to the Developer, for the purpose of enabling the Developer to develop the Project. For the aforesaid purpose:

(a) The Land Owners hereby grant an exclusive and irrevocable right to the

Kanal Maria Private Limited
Sunil Jadhav
 Auth. Signatory

5 of 20 19

Kanal Maria Private Limited

Sunil Jadhav
 Director

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Developer, to enter upon the Said Land or any part thereof, and develop the same in terms of this Agreement for the development of the Project and construction of Buildings, if any. Land Owners further irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Said Land for executing and implementing the Project in accordance with this Agreement. The Land Owners shall not revoke the permission/ license so granted as the Developer will be incurring expenditure for development / construction based on the assurances and permission granted by the Land Owners;

- (b) The Land Owners hereby agree to hand over all the antecedent documents including title deeds of the entire Said Land (including, for the avoidance of doubt, each land parcel forming part of the Said Land) to the Developer on or before the Completion Date. The Developer shall retain all the title deeds thereof, which shall include without limitation, such further agreements to be executed between the Parties and the POA to be executed by the Land Owners.
- (c) On the Completion Date, Land Owners shall execute and deliver the POA to the Developer.

3. DEVELOPMENT RIGHTS

- 3.1. The Land Owners have under this Agreement, granted the entire Development Rights to the Developer who shall be entitled to enter upon the Said Land or any part thereof and undertake the development and construction work on the Said Land. The Developer may undertake the same either by itself or through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.
- 3.2. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on the Said Land and for the purpose approach any Governmental Authority or any other body or in respect of any acts, deeds, matters and things which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf. The Developer shall also be entitled to appoint the Project Team of its choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building such as cement, steel etc. to the relevant authorities and all other authorities in connection with layout plan, zoning plan, service plan, building plan submitted and/or to be submitted and for the other establishments to be developed/constructed by the Developer and/or its nominees or assigns and sale thereof and the Land Owners shall render all possible assistance and do all acts and things as may be requested by the Developer in this regard to enable the Developer to undertake the development of the Project on the Said Land.
- 3.3. Notwithstanding anything contained to the contrary,
- (a) The Developer shall be entitled to apply for LOIs, obtain licenses and all other

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Director

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approvals for the development of the Project over the said Land together with or without further land parcels and for the said purpose deposit necessary charges, fees, deposits, EDC, IDC, IDW etc. and that purpose submit bank guarantees and to seek refund thereof.

- (b) The Developer shall be free and entitled to register the Project (in full or phases) over the said Land whereas the Developer shall be the Promoter of the Project with Haryana Real Estate Regulatory Authority for the purpose of Real Estate (Regulation and Development) Act 2016 read with the rules framed thereunder and launch, market, sell, allot, dispose of the area/Plot/built-up units developed in the Project in such manner as it may deem fit without requiring any consent from the Land Owners and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises constructed on the Said Land.
- (c) The Developer's possession of the Said Land and any member of the Project Team thereon shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Said Land or any part thereof by developing Project and / or constructing Buildings thereon pursuant to this Agreement.
- (d) The Developer shall be free to change the nature of the development and construction without requiring the consent of the Land Owners, if the same is permissible under law.
- (e) The Developer shall alone be entitled to determine the name of the Project/the Buildings.
- (f) The Developer shall be entitled to enter upon the Said Land or part thereof as an irrevocable right/licensee for the purpose of exercise of the its Development Rights granted hereunder.
- (g) The Developer shall be entitled to remain in the Said Land or part thereof till the completion of the Project and the marketing of the premises.
- (h) The Developer shall be entitled to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and all its ministries and departments, Government of India and all its ministries and departments, defense establishments including the Air Force, Airport Authority, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Said Land or any part thereof and the marketing of the premises to be constructed thereon;
- (i) The Developer shall be entitled to take appropriate actions, steps and make and

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seek compliances, permissions, sanctions, approvals, and exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required /if any, entirely at the discretion of the Developer for development of Project and construction of the Building/s upon the Said Land or any part thereof.

- (j) The Developer shall be entitled to carry out all the infrastructural work, including leveling, Land escaping, Roads, service lanes, parking lot, schools, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed Township and the building/s to be constructed on the Said Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.
- (k) The Developer shall be entitled to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and solely be liable to pay the wages, remuneration and salary of such labor, personnel- skilled or un-skilled, workmen and to comply with all laws and regulations from time to time in force in that behalf.
- (l) The Developer shall be entitled to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities and/or public /private utilities, banks/financial institutions relating to the development of the Said Land or any part thereof.
- (m) The Developer shall be entitled to bear and pay all outgoing and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for Plots, Built-up area, land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the Said Land only from the Effective Date.
- (n) The Developer shall obtain full / part completion certificate / occupation certificate/s in respect of plot developed and /or the premises to be constructed on the Said Land from time to time and upon completion of the Project and the marketing of all the Plots, premises thereon constructed, obtain completion certificate/s.
- (o) The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing of all the Plots, the premises to be constructed on the Said Land or part thereof by way of sale/lease/license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as it deem fits and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of the Plots/ premises to be constructed on the Said Land or any part thereof.

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Director

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- (p) The Developer shall be entitled to assign the benefit, rights and obligations as contained herein (in whole or in part).
- (q) The Developer shall be entitled to execute a deed of Plot/Built-up units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be required in respect of the Plots/ premises to be constructed on the Said Land or any part thereof in favour of any society / transferees and shall solely be liable to such transferees/third party without any reference to the Land Owners.
- (r) The Developer shall be entitled to create mortgages / charges / encumbrances etc. of any nature whatsoever on the Said Land or any part thereof/ premises to be constructed on the Said Land / the development rights granted hereunder, without making the Land Owners liable for repayment. All liabilities in this regard shall be discharged by the Developer alone.
- (s) The Developer shall be entitled to execute all necessary, legal and statutory writings and documentations for the exercise of the development rights, carrying out the development of the Said Land or any part thereof and the marketing of the Plots/ premises to be constructed on the Said Land or part thereof, as envisaged herein.

4. CONSIDERATION

- 4.1. In consideration for the grant, assignment and transfer of the unencumbered Development Rights by the Land Owners to the Developer, the Land Owners shall be entitled to a sum of INR3,44,06,000/- (Rupees Three Crores Forty Four Lakhs Six Thousand Only) calculated @ INR1,00,00,000/- (Rupees One Crore Only) per acre towards consideration under this Agreement ("Consideration"). The Consideration shall be paid by the Developer to each of the Land Owners in the manner provided below which is in proportion to the ownership rights of each of the Land Owners in the Said Land. The Consideration is inclusive of indirect taxes, GST etc. arising out of this Agreement.

S.N.	Name of the Land Owner	Amount (INR)
1.	Devender	INR2,16,27,611/-
2.	Ravinder	INR1,27,78,388/-
Total Consideration:		INR3,44,06,000/-

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Director

- 4.2. The above Consideration shall be paid by the Developer to each of the Land Owners as per below mentioned schedule:

S.N.	Payment Milestone	Consideration Amount to Land Owners	
		Devender	Ravinder
1.	Paid simultaneously on execution and registration of this Agreement and POA	INR14,00,000/- paid vide Ch. No. 022552 dated 15/11/22 Drawn on IDBI Bank, Bahadurgarh	INR7,00,000/- paid vide Ch. No. 022551 dated 15/11/22 Drawn on IDBI Bank, Bahadurgarh
2.	Within 18 months of RERA registration of the Project to be paid from the sales of the Project	INR2,16,27,611/-	INR1,27,78,388/-

- 4.3. The payment of Consideration to the Land Owners shall at all times be subject to applicable tax deduction at source by the Developer, at such rates as may prescribed under the Applicable Laws.
- 4.4. The entire receivables from the Project shall be received in the Developer's designated bank account. All bank accounts opened and maintained with respect to the Project shall be operated solely by the Developer.

5. COST AND EXPENSES

- 5.1. The Parties agree that the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), Engineers, Contractors, preparation of Plans as also all other statutory fees and charges incidentals including the payment of scrutiny fees, license fees, conversion charges, internal development charges, infrastructure development charges, external development charges, IDW and all amounts paid or payable towards any of the foregoing including any enhancement thereof and also the payment towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and to the Government and/or any other Authority for the provision of peripheral or external services/ amenities to the said Project and submission of bank guarantee etc. shall be wholly to the account of the Developer.
- 5.2. That the Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owners.

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Director

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- 5.3. The present, and future Approvals required for the Project shall be obtained by the Developer at its cost and expenses and the Land Owners shall extend all assistance and do all acts and things and execute all documents as may be required by the Developer for obtaining such Approvals.

6. LICENSES, PLANS AND APPROVALS

- 6.1. The Developer shall, based on the plans as approved and secured from DTCP/ concerned Governmental Authorities, develop the Said Land. The responsibility for preparing and obtaining the necessary Approvals, Sanctioned Plan and Service Plan etc. shall be that of the Developer and the Developer shall wholly bear all the costs and expenses in this respect. The Land Owners shall execute all necessary applications/ forms/ documents for obtaining the Approvals required to develop the Said Land.

7. POWERS OF ATTORNEY

- 7.1. The Land Owners shall also execute the POA to enable the Developer to secure plans, licenses and/or other approvals or permission(s) for the development of the Said Land or part thereof and to enable the Developer to develop the same and exercise the Development Rights. In addition, the Land Owners shall sign and execute such other documents, papers and other agreement(s), application(s), powers of attorney that may be required by the Developer for undertaking the Project. However, the expenses on execution of such documents and the cost of the development/construction of the Project shall be met and borne by the Developer. The Parties shall co-operate with each other in the completion and mutual success of the development of the Said Land.
- 7.2. The POA shall be registered, if required, with the appropriate authorities and the stamp duty and registration fees and all connected expenses for registration shall be borne by the Developer and or their nominee(s) as the case may be.

8. TAXES

- 8.1. All municipal taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued upto the Completion Date shall be paid and discharged by the Land Owners. Thereafter, all such charges, taxes shall be borne by the Developer.
- 8.2. The Developer and the Land Owners shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.
- 8.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne by Developer.
- 8.4. All payments to land owners from the Developer shall be subject to applicable TDS deduction for which the Developer shall furnish TDS certificate from time to time.

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Sunil Gupta
Director

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- 8.5 All taxes payable with regard to the Project, including but not confined to goods and service tax, shall be paid solely by the Developer.

9. AGREEMENTS WITH LESSEES AND PURCHASERS

- 9.1. The Parties agree that the Developer shall enter into agreements, Agreement For Sale, Sale Deed, Conveyance Deed etc. on behalf of itself as well as the constituted attorney for the Land Owners for the sale /lease of the Plots/units constructed on the Said Land. The specific terms and conditions in the respective sale, transfer or lease deeds as the case may be, including without limitation the consideration payable by the third parties shall be decided by the Developer and the Land Owners shall not raise any objection in this regard.
- 9.2. Without prejudice to the POA, Land Owners shall provide such appropriate assistance and assurances as may be required by the Developer in connection with the proper execution of such sale or lease deed as contemplated under Article 9.1 above. The Land Owners further agree to join hands with the Developer, in execution of the Sale Deeds/ Conveyance Deeds which may be executed by the Developer in favour of the Buyers/ Third Parties for conveying the rights, title in the Plot, Flat, and Built-up Units as the case may be.

10. TERMINATION

- 10.1. Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party and neither Party shall be entitled to terminate this Agreement.
- 10.2. The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that Land Owners shall not be entitled to terminate this Agreement for any reason whatsoever. Nothing shall prevent the Parties from enforcing their rights under this Agreement in accordance with law and/or from cancelling, terminating, revoking this Agreement & the POA by mutual agreement.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 11.1. The Land Owners hereby jointly and severally represent, warrant and declare to the Developer (as on the Effective Date) that:
- (a) The Land owners are in actual, absolute, lawful, physical, peaceful and vacant possession of each and every part of the Said Land.
- (b) The title of the Land Owners to the Said Land or any part thereof is clear and marketable and free from all Encumbrances whatsoever and is also free from all reasonable doubts;

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Sunit Singh
Director

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- (c) The description of Said Land provided in Annexure-A is true, complete and accurate and not misleading in any respect.
- (d) There is no lis-pendens, litigation & proceedings other than stated herein, attachment, claims, demand, acquisition, reservation, prohibitory order, set-back, notice of any nature whatsoever in or upon the Said Land or any part thereof within the knowledge of the Land Owners;
- (e) No recovery proceedings under any law, act or statute are pending against and/or with respect to the Said Land the Land Owners.
- (f) The Said Land is not a subject matter of proceedings commonly called as arrears of land revenue or like proceedings.
- (g) No part of the Said Land is subject to any matter which will materially and adversely affect the Developer's ability to use the Said Land for the Project.
- (h) The grant of Development Rights over the Said Land to the Developer in terms of this agreement is not in violation of any applicable laws /Approvals.
- (i) No person either as a co-owner, partner, tenant, or otherwise howsoever has any right, title, interest, claim or demand of any nature whatever in to or upon Said Land including by way of sale, agreement for sale, Memorandum of Understanding, power of attorney, charge (secured or unsecured), lien, mortgage, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever;
- (j) Other than this Agreement and the POA and the documents disclosed and discussed in this Agreement there are no arrangement(s) for the development or sale or transfer of any portion of the Said Land with any Person nor are there any subsisting powers of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with any part of the Said Land in any manner whatsoever.
- (k) There are no outstanding property taxes, duties, cesses, levies including agricultural assessments or any other amount payable which are due and payable to any authority in respect of the Said Land and in the event any such amounts are found to be outstanding in respect of the period up to the date hereof, then the Land Owners hereby undertake to make the payment of the same;
- (l) The Land Owners has not done any act of commission or omission whereby its right, title and interest in the Said Land or any part thereof is in any manner prejudicially affected;

11.2 Each warranty shall be separate and independent and (except as expressly otherwise provided) no warranty shall be limited by reference to any other warranty.

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Sunil Gupta

Auth. Signatory

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Sunil Gupta

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12. NAME OF THE PROJECT, PUBLICITY AND SIGNAGE

- 12.1. The Developer shall be entitled to name the Project and modify the same at its sole discretion.
- 12.2. The Developer shall be entitled to erect sign board(s) in the Said Land advertising for sale and disposal of the plot/ built areas in the Said Land and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.
- 12.3. It is a specific term and condition of this Agreement that:
- The name and/or identification numbers given to the Plots, Buildings or portions thereof shall be displayed in a manner as may be decided by the Developer at its sole discretion;
 - No signboard, hoarding or any other logo or sign shall be put up by the Land Owners to the Buildings on the exterior of the Buildings or on the outer walls of the Buildings;
 - The Land Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the units of the Project.

13. OBLIGATION OF THE PARTIES

13.1. Obligations of the Land Owners

- The Land Owners shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Said Land by the development of the Plots/construction of Buildings as envisaged in this Agreement including but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- The Land Owners recognize and acknowledge that the Developer is making substantial investments in the Project on its representation. The Land Owners shall duly comply with their obligations hereunder so that the Parties procure adequate value for the Project.
- The Land Owners shall give all documents and certificates that may be required to be given to the Developer, if any, in respect of the Project, in a timely manner. If no communication is made by the Land Owners within two weeks from the date the request is made from the Developer, such approval shall be

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Director

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deemed to have been given/dispensed with and Land Owners shall have no right to refuse the same and shall have no comments suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Land Owners was given.

- (d) The Land Owners shall upon execution of the POA, not do any act or deed that may have the effect of canceling or revoking the POA, or in any manner prejudicing or affecting the power/ authority vested in the Developer.
- (e) Without prejudice to the authority vested in the Developer under the POA, the Land Owners shall, if required, execute such documents and do such further acts as may be necessary for effectively conveying the Said Land so as to render the Developer to transfer the Plots/ constructed area and to enable the Developer to raise loans and obtain other facilities by offering the land as security or to enable the Developer to enjoy the benefits and rights vested in the Developer herein. However, the cost incurred of such transfer shall entirely be borne by the Developer.
- (f) All the taxes, duties, betterment charges and other levies of whatsoever nature including the property taxes in relation to the Said Land, up to the Completion Date shall be borne by the Land Owners and the Developer shall not be responsible for the same.
- (g) The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.
- (h) The Land Owners shall extend all support and co-operation, so that the Project is developed and implemented in compliance with the Applicable Law.

13.2. Obligations of the Developer

- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time. The Developer shall also be entitled to prepare new plans for the development of the Said Land as they deem fit.
- (d) The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the project to the extent permissible under the applicable Law in any manner it may deem fit and proper.

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Sunil Jyoti
Director

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- (e) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team
- (f) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) may have suitable provisions for the same.

14. INDEMNITY

- 14.1. Each of the Land Owners shall jointly as well as severally keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) which may be suffered or incurred directly, or indirectly on account of any defect or for want of title on the part of the Land Owners to the Said Land and/or any failure on the part of the Land Owners to discharge their liabilities and/or obligations under this Agreement or on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement.
- 14.2. The Developer hereby agrees to indemnify and keep indemnified and hold harmless the Land Owners, its employees and agents from and against any demand, claims, damages, litigation, taxes, levies, charges, fees, Statutory Claims or fine asserted, imposed, levied or assessed, claimed, demanded by any third party, Governmental Authority upon/in respect of the Said Land and/ or the Project relating to any periods commencing from the Completion Date, and/or for breach of any covenants, terms, obligation under this agreement by the Developer, its agents, servants or any person claiming through the Developer, by paying an amount equivalent to the extent that such demand, claims, litigation, taxes, levies, charges, fees, Statutory Claims or fine asserted, imposed, levied, demanded or assessed have been paid/claimed by the Land Owners to/by the third parties and/or concerned Governmental Authorities.

15. NOTICES

- 15.1. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 15.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

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Auth. Signatory

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Kanal Maria Private Limited

Sunit Juyh
Director

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16. CONFIDENTIALITY

16.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

17. GOVERNING LAW AND JURISDICTION

17.1. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Bahadurgarh, Jhajjar, Haryana shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this agreement.

18. DISPUTE RESOLUTION

18.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to a panel of Sole Arbitrator to be appointed by the Parties mutually. The language of the arbitration shall be English.

18.2. 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

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Sanjit Jush
Director

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their respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

19. MISCELLANEOUS

- 19.1. **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 19.2. **Time:** Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 19.3. **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 19.4. **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and all the Party jointly may execute this Agreement by signing any one or more of such originals or counterparts.
- 19.5. **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 19.6. **Assignment:** No rights or liabilities under this Agreement shall be assigned by Land Owners. Notwithstanding anything contained to the contrary, the Developer shall have the right to assign all and/or any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Article, it is clarified that such an assignment shall not require any consent from the Land Owners and/ or the Land Owners shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.
- 19.7. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 19.8. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

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Auth. Signatory

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19.9. Costs: The Developer shall bear the costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.

19.10. Superecession: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supercedes any previous understanding or agreement prior to execution of this agreement.

19.11. Specific Performance: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

Signed and delivered for and on behalf of
- Developer
Kanal Marla Private Limited

Sunil Gupta
M/S KANAL MARLA (P) LTD.
(Authorized Signatory)
MR. Sunil Gupta

Signed and delivered for and on behalf of
Land Owner

[Signature]
Name: Devedinder
Land Owner

[Signature]

Name: Ravinder
Land Owner

Witness:

1.

[Signature]
ਵਿਰੇਂਦਰ ਸਿੰਘ
ਗੁਰਮਿਤ ਸਿੰਘ

Witness:

2.

[Signature]
ਦੀਪਕ ਸ ਏਗਰਵਾਲ
ਮ. ਗੁਰਮਿਤ ਸਿੰਘ
15/11/22

Reg. No.

Reg. Year

Book No.

6912

2022-2023



पेशकर्ता

दावेदार

गवाह

उप/सयुक्त पंजीयन अधिकारी
Kanal Marla Private Limited

पेशकर्ता :- MS KANAL MARLA PVT LTD THROUGH SUNIL GUPTA

दावेदार :- RAVINDERDEVENDER

गवाह 1 :- विरेन्द्र नम्बरदार

गवाह 2 :- दीपक

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6912 आज दिनांक 15-12-2022 को वही नं 1 जिल्द नं 9 के पृष्ठ नं 116 पर किया गया तथा इसकी एक प्रति अतिरिक्त वही संख्या 1 जिल्द नं 364 के पृष्ठ संख्या 75 से 133 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 15-12-2022

उप/सयुक्त पंजीयन अधिकारी(बहादुरगढ)