

Non Judicial



1
**Indian-Non Judicial Stamp
Haryana Government**



Date : 22/03/2023

Certificate No. GFV2023C73

GFV2023C73

Stamp Duty Paid : ₹ 3765000
(Rs. Only)

GRN No. 100634462

100634462

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Nikita propmart Private Limited

H.No/Floor : 10/3

Sector/Ward : 0

LandMark : Local shopping complex b 1

City/Village : Vasant kunj

District : Vasant kunj

State : Delhi

Phone: 80*****33

Others : Jatin lohia



Buyer / Second Party Detail

Name : Lion infra Developers Llp

H.No/Floor : Tsf01/08

Sector/Ward : 54

LandMark : Ocus technopolis golf course road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 93*****40

Purpose : Collaboration Agreement

12855
27/03/2023

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



COLLABORATION AGREEMENT

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

BETWEEN

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

Nitika Propmart Private Limited

Kishor Kumar Bharti

Authorised Signatory

Jatin

FOR LION INFRADEVELOPERS LLP

[Signature]

प्रलेख न:12855

दिनांक:27-03-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन संबंधी विवरण

राशि 188250000 रुपये

स्टाम्प ड्यूटी की राशि 3765000 रुपये

स्टाम्प नं : GFV2023C73

स्टाम्प की राशि 3765000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:100634236

पेस्टिंग शुल्क 0 रुपये

Drafted By: D R Yadav ADV

Service Charge:0

यह प्रलेख आज दिनांक 27-03-2023 दिन सोमवार समय 2:14:00 PM बजे श्री/श्रीमती /कुमारी

Ms Nitika Propmart Pvt Ltd thru Kishor Kumar Bharti OTHER कम्पनी . Jatin Lohia पुत्र निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Nitika Propmart Private Limited ,

Kishor Kumar Bharti

Authorised Signatory

हस्ताक्षर प्रस्तुतकर्ता

Ms Nitika Propmart Pvt Ltd Jatin Lohia

उप/संयुक्त पंजीयन अधिकारी (सोहना)

संयुक्त सब रजिस्ट्रार
सोहना

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS LION INFRADEVELOPERS LLP thru SANDEEP KUMAR YADAV OTHER कम्पनी हाजिर है । प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Naresh पिता .. निवासी Mandawar व श्री/श्रीमती /कुमारी Rajnish पिता .. निवासी Sohna 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 (सोहना)

संयुक्त सब रजिस्ट्रार
सोहना

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

AND

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

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

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

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

Nitika Propmart Private Limited

 Authorised Signatory



FOR LION INFRADEVELOPERS LLP

 Authorised Signatory

Reg. No.

Reg. Year

Book No.

12855

2022-2023

1



पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

Kishor Kumar Bharti

पेशकर्ता :- thru Kishor Kumar Bharti OTHER Ms Nitika Propmart Pvt Ltd Jatin Lohia

दावेदार :- thru SANDEEP KUMAR YADAV OTHER MS LION INFRADEVELOPERS LLP

गवाह 1 :- Naresh

गवाह 2 :- Rajnish

प्रमाण पत्र

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

दिनांक 27-03-2023

उप/संयुक्त पंजीयन अधिकारी (सोहना)

La
संयुक्त सब रजिस्ट्रार
सोहना

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

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

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

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

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

Nitika Propmart Private Limited

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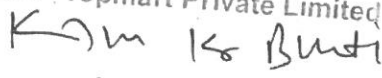
Jatin

Jatin

DEVELOPERS LLP



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

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FOR LION INFRADEVELOPERS LLP.

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

13. That the Land Owners agree in accordance with the terms and

Nitika Propmart Pvt. Ltd. conditions herein recorded, to place at the complete disposal of the



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

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

Nitika Propmart Private Limited

Kamlesh Bhatt
Authorized Signatory

John

FOR LION INFRADEVELOPERS L.P.

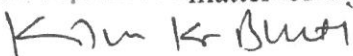
John
Authorized Signatory



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

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

Nitika Propmart Private Limited is the authorized signatory of this agreement belonging to the Land Owners is lost on 10/11/2023. FOR LION INFRA DEVELOPERS LLP.


K. R. Bhatt

Authorised Signatory


J. S. Jais


Authorised Signatory



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

25. That the Land Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said project and / or booking and sale of apartments and project.
26. That on execution of this Collaboration Agreement, the Developer shall be entitled to deal with the entire said land as deemed fit by it including but not limited to survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land, to enclose the said land by means of barbed wire fencing/ sheet fencing/ boundary wall. The Developer shall be at liberty to put up its sign boards upon the said land wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have site office in any part of the said land.
27. That this Collaboration Agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
28. That the Land Owners shall provide all information and original documents including title documents as may be required by the

Nitika Propmart Private Limited

Kum K. Burti

Authorised Signatory

John

FOR LION INFRADEVELOPERS LLP

John

Authorised Signatory



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

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

Nitika Propmart Private Limited,

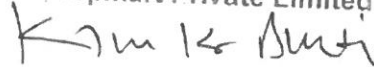

Authorised Signatory

FOR LION INFRADEVELOPERS LLP.


Authorised Signatory



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

Nitika Propmart Private Limited

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FOR LION INFRADEVELOPERS LLP


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

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

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

As per instructions both parties first party & second party

M/S Nitika Propmart Private Limited

M/s Lion Infradevelopers LLP

First Part/Land Owner-1

Advocate

Third Part/Developer

Nitika Propmart Private Limited

Stt. Courts Gurugram

LION INFRADEVELOPERS LLP

[Signature]

Authorised Signatory

[Signature]

Authorised Signatory

(Through its Authorized Signatory)

(Through its Authorized Signatory)

[Signature]

Mr. Jatin Lohia

Second Part/Land Owner-2



WITNESSES:

1.

[Signature]

Naresh S/o Shri Kishan
Vill.- Mandawar

2.

[Signature]

Jejendra P/o Subbir
P/o Sohna, Gurugram

