



Non Judicial	 Indian-Non Judicial Stamp Haryana Government 	Date : 16/12/2023
Certificate No.	G0P2023L2382	Stamp Duty Paid : ₹ 17015700 <small>(Rs. Only)</small>
GRN No.	110533165	Penalty : ₹ 0 <small>(Rs. Zero Only)</small>
<u>Seller / First Party Detail</u>		
Name :	Uday C Soni	
H.No/Floor :	N103	Sector/Ward : X LandMark : Panchsheel park
City/Village :	New delhi	District : New delhi State : Delhi
Phone :	95*****00	Others : Anup soni
<u>Buyer / Second Party Detail</u>		
Name :	Ojos Developers Private limited	
H.No/Floor :	411/4f	Sector/Ward : X LandMark : Ambadeep building kg marg
City/Village :	New delhi	District : New delhi State : Delhi
Phone :	95*****00	
Purpose :	Non Judicial stamp for 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

Land measuring Acres)	:	41 Kanal 5 Marla (5.15625)
Village/Segment/Block	:	Bajghera
Tehsil & District	:	Gurugram
Stamp Duty	:	Rs.1,70,15,700/-
Stamp No./Date	:	G0P2023L2382/16.12.2023
Stamp GRN	:	110533165
Registration Fee	:	Rs.50,003/-
Registration Fee GRN	:	110532694

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प्रलेख न:11132

दिनांक:18-12-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील गुरुग्राम

गांव/शहर बजघेडा

धन संबंधी विवरण

राशि 850781248 रुपये

स्टाम्प ड्यूटी की राशि 17015624 रुपये

स्टाम्प नं : G0P2023L2382

स्टाम्प की राशि 17015700 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:110532694

पेस्टिंग शुल्क 0 रुपये

Drafted By: self

Service Charge:0

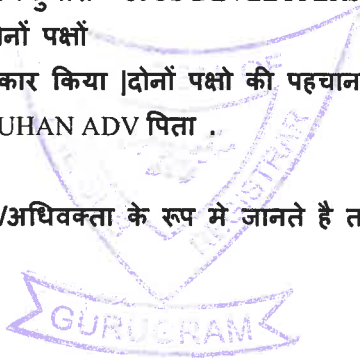
यह प्रलेख आज दिनांक 18-12-2023 दिन सोमवार समय 2:37:00 PM बजे श्री/श्रीमती /कुमारी


UDAY C SONI पुत्र R C SONI ANUP SONI पुत्र UDAY C SONI निवास H NO N 103 PANCHSHEEL PARK NEW DELHI
द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।


हस्ताक्षर प्रस्तुतकर्ता
UDAY C SONI ANUP SONI


उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी OJOS DEVELOPERS PVT LTD thru DASARI SRINIVASULUOTHER हाजिर है
। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीS C ARORA ADV पिता . निवासी GGM व
श्री/श्रीमती /कुमारी M K CHAUHAN ADV पिता .
निवासी GGM ने की ।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते है तथा वह साक्षी नं:2 की पहचान करता है ।




उप/संयुक्त पंजीयन अधिकारी(गुरुग्राम)

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is executed at Gurugram on this 7th day of December, 2023;

BETWEEN

(1)Mr. Uday C Soni (Aadhaar No. 2916 9974 1579 and PAN No. AIWPS6599Q) son of Shri R.C. Soni (2) Shri Anup Soni (Aadhaar No. 3399 6482 4235 and PAN No.ACJPS8530N) son of Shri Uday C Soni, both residents of House no. N-103, Panchsheel Park, New Delhi hereinafter collectively called the "OWNERS" (which expression shall unless repugnant or opposed to the context of this contract includes their heirs, successors, representatives, nominees and permitted assigns etc.) the party of the **FIRST PART**.

AND

M/s. Ojos Developers Pvt. Ltd., (CIN NO. U45400DL2007PTC170054) having its registered office at 411, 4th Floor, Ambadeep Building, K.G. Marg, New Delhi-110001 through Mr. Dasari Srinivasulu (Aadhaar No. 9451 1943 0392) duly authorised by Board of Directors of the aforesaid company vide resolution dated 17.10.2023 hereinafter called the "**DEVELOPER**" (which expression shall unless repugnant or opposed to the context of this contract includes its successors, representatives, nominees and permitted assigns etc.) the party of the **SECOND PART**.

The OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the OWNERS collectively represent that they are the legal, beneficial and absolute owners in possession of and have good, valid, clear and marketable title free from all encumbrances in respect of their respective share of land bearing Khewat/Khata



Reg. No.

Reg. Year

Book No.

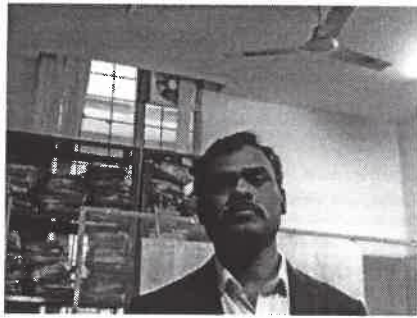
11132

2023-2024

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पेशकर्ता



दावेदार



गवाह



उप पंजीयन अधिकारी SDM
Gurgaon

पेशकर्ता :- UDAY C SONI ANUP SONI

दावेदार :- thru DASARI SRINIVASULUOTHEROJOS DEVELOPERS PVT LTD

गवाह 1 :- S C ARORA ADV

गवाह 2 :- M K CHAUHAN ADV

प्रमाण पत्र

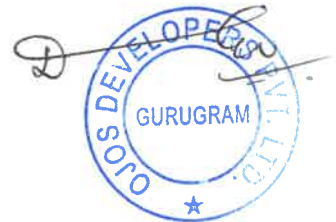
प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11132 आज दिनांक 18-12-2023 को बही नं 1 जिल्द नं 98 के पृष्ठ नं 22.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2530 के पृष्ठ संख्या 24 से 26 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 18-12-2023

उप पंजीयन अधिकारी SDM Gurgaon

No. 21/21, Rectangle 23 Killa No. 15/3/2(0-5), field 1 land measuring 0 Kanal 5 Marla and Khewat No. 21/1, Khata No. 21/11, Rectangle No. 22, Killa No.11/2(5-16), Killa No. 15/3/1(0-2), field 2 land measuring 5 Kanal 18 Marla and Khewat/Khata No. 472/480, Rectangle No. 23, Killa No. 14/1/2(3-15), 15/1/2(1-18), field 2 land measuring 5 Kanal 13 Marla, and Khewat 472/1, Khata No. 480/3, Rectangle No. 23, Killa No. 14/1/1(3-1), 15/1/1(0-17) field 2 land measuring 3 Kanal 18 Marla, and Khewat/Khata No. 473/481, Rectangle No. 22, Killa No. 12/1/2(0-2), field 1 land measuring 0 Kanal 2 Marla and Khewat No.473/1, Khata No. 481/1, Rectangle No. 22, Killa No. 10/3(2-18), 11/1(1-11), 12/1/1(1-14) field 3 land measuring 6 Kanal 3 Marla and Khewat/Khata No. 474/482, Rectangle No. 22 Killa No. 11/3/2(0-7), 19/2(0-14), 20/1(2-18), Rectangle No. 23, Killa No. 14/2(1-8), 15/2/2(2-1), 15/5(1-2), 16/1(2-7), 17/1(1-13), field 8 land measuring 12 Kanal 10 Marla And Khewat No. 474/1, Khata No. 482/1, Rectangle No. 22, Killa No. 11/3/1(0-6), Rectangle No. 23, Killa No. 15/2/1(0-18), field 2 land measuring 1 Kanal 4 Marla and Khewat/Khata No. 648/656, Rectangle No. 23, Killa No. 7/2min(1-3), field 1 land measuring 1 Kanal 3 Marla and Khewat No.648/1, Khata No. 656/1, Rectangle No. 22, Killa No. 9/2(0-13), Rectangle No. 23, Killa No. 6/2(3-16), field 2 land measuring 4 Kanal 9 Marla, thereafter all khewat/Khata No. land become 41 Kanals 05 Marlas (5.15625 Acres) situated in village Bajghera, Tehsil and District Gurugram (hereinafter referred to as 'Said Land') by virtue of Mutation No. 2394 dated 03/02/2023 and Fard Jamabandi year 2019-2020.. The land schedule is enclosed herewith the Annexure-A to this Agreement.

WHEREAS the OWNERS had entered into Collaboration Agreement bearing vasika number 11758 dated 27th of July 2011, Supplementary Collaboration Agreement dated 25th of May 2012, Supplementary Collaboration Agreement dated 15th of July 2013 bearing Vasika Number 9273, Third Supplementary Agreement dated 8th of March 2016 and Amendment to Collaboration Agreements dated 29th of May 2018 with M/s




Raheja Developers Ltd. (hereinafter referred to as "Raheja Developers") in respect of Said Land to undertake the conceptualisation, promotion, construction and development of a multi storeyed commercial project over the Said Land.

WHEREAS General Power of Attorney dated 18th of December 2020 registered on 21st of December 2020 and bearing vasika no.921 and Special Power of Attorney dated 18th of December 2020 bearing vasika no.922 had been executed by the OWNERS in favour of Raheja Developers.

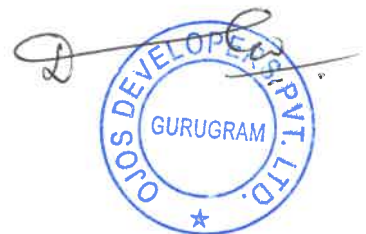
WHEREAS in terms of collaboration agreements referred to above, License Bearing Number 78 of 2013 for development/construction of a High Rise Commercial Colony over the Said Land in respect of area admeasuring 41 Kanals 2 Marlas (5.1375 Acres) situated in village Bajghera, Tehsil and District Gurugram was obtained from Directorate of Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP").

WHEREAS the said multi storeyed commercial Project could not be constructed/developed and it resulted in arising of differences between the OWNERS and Raheja Developers which had culminated into various litigations. Amongst other litigations in suit for declaration with consequential relief of permanent injunction titled "Mr. Uday C Soni and another Vs. M/s. Raheja Developers Ltd. and another" had been instituted by the OWNERS against Raheja Developers and its associated company namely M/s. Okamura Homes Private Limited. The OWNERS, Raheja Developers and M/s. Okamura Homes Private Limited had reached an amicable settlement/compromise in terms of which all disputes between them had been resolved. The said settlement/compromise had been filed in the aforesaid litigation in the court of Shri Manoj Kumar Rana, Civil Judge (Senior Division), Gurugram on 5th of December, 2022. In furtherance of the aforesaid compromise, statements of the parties/counsel had been




recorded before the aforesaid Honourable Court. On the basis of settlement/compromise referred to above and filed before the aforesaid Honourable Court of Mr. Manoj Kumar Rana, Civil Judge, Gurugram on 5th of December, 2022 and statements of the parties/counsel, Judgment and Decree dated 12th of December, 2022 had been passed by the aforesaid Honourable Court in a suit for declaration with consequential relief of permanent injunction titled “Mr. Uday C Soni and another Vs. M/s. Raheja Developers Ltd. and another”.

WHEREAS by virtue of compromise/settlement recorded on 5th of December 2022 (hereinafter referred to as “Compromise”) and Judgment and Decree dated 12th of December 2022 passed on its basis, Collaboration Agreement bearing Vasika number 11758 dated 27th of July 2011, Supplementary Collaboration Agreement dated 25th of May 2012, Supplementary Collaboration Agreement dated 15th of July 2013 bearing Vasika Number 9273, Third Supplementary Agreement dated 8th of March 2016 and Amendment to Collaboration Agreements dated 29th of May 2018, General Power of Attorney bearing Vasika Number 411 dated 27th of July 2011, Special Power of Attorney bearing Vasika Number 410 dated 27th of July 2011, General Power of Attorney dated 18th of December 2020 registered on 21st of December 2020 and bearing vasika no.921, Special Power of Attorney dated 18th of December 2020 bearing vasika no.922 (hereinafter collectively referred to as “Collaboration Agreements”) and Sale Deed bearing vasika number 1731 dated 22nd of September 2020 in favour of M/s. Okamura Homes Private Limited and consequent Mutation bearing number 2297 were declared void ab initio, nonest, nullity, illegal and not binding upon the OWNERS and Raheja Developers. At the time of alleged Sale Deed, the specific killa numbers being Rect. No.23 Killa no. 15/3 Min North (0-2-1), Rect. No.23 Killa no. 14/1 Min North West (3-1-0), 15/1



Min North (0-16-8), Rect, no.22, 12/1 Min North (1-14-2), Rect no. 22, 11/3 Min North (0-5-5) Rect. No.23 Killa no. 15/2 Min North (0-18-0) were bifurcated and now on the basis of Judgment and decree dated 12th of December 2022 referred to above and as per the Mutation bearing no. 2394 as sanctioned on 3rd of February, 2023, is part of the Said Land and Licence No.78 of 2013 . The OWNERS as on date are reflected to be exclusive and full-fledged lawful owners in physical possession of Said Land in the revenue record. The land schedule falling under the Sale Deed area is detailed in Annexure-B.

WHEREAS as per the terms of the Compromise, the Licence bearing No. 78 of 2013 which was initially granted for setting up High Rise Commercial Colony was agreed to be migrated to the Plotted Commercial Colony by filing an application for migration before the Directorate Town and Country Planning, Haryana, Chandigarh. In terms of Judgment and decree dated 12th of December 2022 passed by Mr. Manoj Kumar Rana, Civil Judge, Gurugram, Raheja Developer had to undertake the conceptualisation, promotion, construction and development of the Plotted Commercial Colony over the Said Land.

WHEREAS after passing of Judgment and decree dated 12th of December 2022 by Mr. Manoj Kumar Rana, Civil Judge, Gurugram in the aforesaid litigation, the OWNERS were inclined to get the Plotted Commercial Colony conceptualized, promoted, constructed and developed over the Said Land from the DEVELOPER. As far as the DEVELOPER is concerned, it was also inclined to do so. On account of its other business priorities and commitments, Raheja Developers on its part also had no objection to the same.

WHEREAS in this background the DEVELOPER has represented to the OWNERS that it has the means, resources, expertise, knowledge, capacity,





experience and infrastructural resources to undertake the conceptualization, promotion, construction and development of a Plotted Commercial Colony on the Said Land.

WHEREAS OWNERS confirm to the DEVELOPER that there are no third party rights and/or any interest and/or any benefits created of any nature in respect of Said Land by way of any document or agreement directly or indirectly by OWNERS except those in favour of Raheja Developers which have been detailed in this agreement and which admittedly stand cancelled. The OWNERS confirm that the Said Land is the self acquired property of the OWNERS. The OWNERS have not received any notice of attachment in respect of Said Land. The OWNERS have not entered into any prior agreements of any nature in respect of Said Land and there are no subsisting third party rights of any nature created by the OWNERS in respect of Said Land. WHEREAS the OWNERS, DEVELOPER and M/s Raheja Developers Limited have entered into a Tripartite Agreement dated 09th of November, 2023 wherein also it has been acknowledged by the OWNERS/ M/s Raheja Developers Limited that the development/implementation of Plotted Commercial Colony shall be undertaken by the DEVELOPER.

WHEREAS the OWNERS pursuant to the cancellation of all previous undertakings and agreements with Raheja Developers or any other parties with respect to the Said Land and the DEVELOPER relying on the assurances, representations and warranties of OWNERS as set out in this Agreement, the DEVELOPER has agreed to enter into this Agreement to



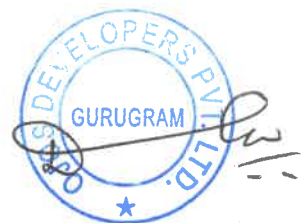
collaborate with the OWNERS for development of the Said Land as a Plotted Commercial Colony on collaboration basis . Accordingly, the present agreement has been executed between the parties on the terms and conditions mentioned hereinafter:-

1. That the subject matter of this Collaboration Agreement between OWNERS and the DEVELOPER is the Said Land for utilizing the same for construction and development as a Plotted Commercial Colony by the DEVELOPER.
2. That in furtherance of Tripartite Agreement dated 9th of November 2023 permission for migration of Licence bearing No. 78 of 2013 is to be obtained from DTCP so as to enable the DEVELOPER to set up a Plotted Commercial Colony instead of High Rise Commercial Colony over the Said Land.
3. That simultaneous to the deposit of all payments by the Developer with Directorate of Town & Country Planning, Haryana, Chandigarh in terms of Tripartite Agreement dated 09th of November, 2023 for grant of permission for migration of license and change of Developer, actual, vacant, peaceful and physical possession of Said Land shall be handed over by OWNERS to the DEVELOPER alongwith unfettered rights to enter upon the Said Land directly or through its associates, nominees, Contractors and/ or partners, to do all such acts and deeds required and/ or necessary for development and implementation of Plotted Commercial Colony over the Said Land. Further, OWNERS have



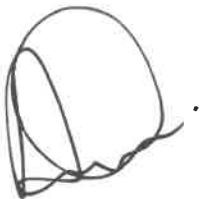
handed over the originals of duly terminated Collaboration Agreements as well as General Power of Attorney dated 18th of December 2020 registered on 21st of December 2020 bearing vasika no.921 and Special Power of Attorney dated 18th of December 2020 bearing vasika no.922, General Power of Attorney dated 22nd of March 2023 bearing vasika no. 350 and Sale Deed bearing vasika number 1731 dated 22nd of September 2020 in favour of M/s. Okamura Homes Private Limited pertaining to the Said Land simultaneously with the execution of this Agreement.

4. That the OWNERS have represented to the DEVELOPER that the original documents of acquisition of Said Land have been misplaced and despite diligent attempts the same could not be located by them. The OWNERS have assured the Developer that they have not created any third party right of any nature in the Said Land. The OWNERS shall hand over the same to the Developer if at any subsequent point of time are located by the OWNERS.
5. That Developer shall not be entitled to obtain any project finance in respect of Said Land by directly/impliedly creating any charge on the Said Land till Completion Certificate is obtained for the Plotted Commercial Colony.
6. That on and from the execution date of this Agreement, the DEVELOPER shall have irrevocable and exclusive Development Rights over the Said Land. Accordingly, the DEVELOPER shall be entitled to exercise all its rights as per the terms of this Agreement. The OWNERS




shall ensure that during the subsistence of this Agreement, no Person, acting under or through any of them or on their instructions, does any act of commission or omission: (i) that interferes with or causes any obstruction or hindrance in the exercise of the Development Rights by the DEVELOPER; or (ii) whereby the grant of the Development Rights or the rights of the DEVELOPER in respect of the Said Land is prejudicially affected.

7. That OWNERS agree that the DEVELOPER shall undertake the conceptualisation, promotion, sale, construction, development and marketing of Plotted Commercial Colony over the Said Land. All expenses for obtaining requisite approvals and sanctions for development of Plotted Commercial Colony over the Said Land shall be paid by DEVELOPER. However, the external development charges and infrastructure development charges, any interest and other costs thereupon, shall be paid by OWNERS/DEVELOPER in their area sharing ratio (53:47) as mentioned in this Agreement. It is hereby clarified and agreed between the parties that any amount paid or payable by the DEVELOPER to Raheja Developers or on its behalf to DTCP, in reference to the Tripartite Agreement dated 09th of November, 2023 between the OWNERS, DEVELOPER and M/s Raheja Developers Limited either through Raheja Developer or directly, shall be considered to be payment made by the DEVELOPER towards incurring of expenditure for obtaining requisite approvals, sanctions and other



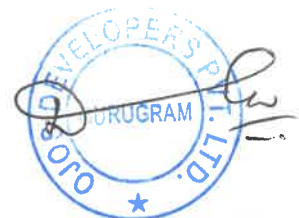
permission over the Said Land so as to enable development of Plotted Commercial Colony over the Said Land.

8. That both parties shall ensure that the payment of EDC/IDC to their respective allocated share is made as per the timelines agreed with DTCP. In case any delay in making pro rata payment of EDC/IDC affects the Overall development of the Plotted Commercial Colony, grant of clearances in respect thereof and/or cause penalties to be imposed on the Plotted Commercial Colony, the defaulting party shall take complete responsibility to pay the requisite installment to their respective prorata share alongwith, the interest and penalties for the delayed period. Further, the DEVELOPER, at its sole discretion, may choose to pay such unpaid EDC/IDC on behalf of OWNERS to the DTCP and shall have the right to recover such cost alongwith interest @ 18% p.a. In case the OWNERS do not make payment of their share of outstanding EDC/IDC alongwith accumulated interest @ 18% p.a within a span of 60 days from the date of the communication of default, in that event the DEVELOPER shall at its discretion be entitled to recover the outstanding amount along with accumulated interest at the rate paid by the DEVELOPER to DTCP and further interest at the rate of 9% per annum over and above the aforesaid interest component, by selling the area from the OWNERS allocated share of plots and the OWNERS hereby grant their consent to the same. Similarly, in case the Developer fails to make timely pro rata payment of EDC/IDC in terms



of this agreement, in that event the Developer shall be liable in accordance with provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.

9. That the external development/infrastructure development charges shall be eventually recovered from the purchasers of plots in the Plotted Commercial Colony. It is specifically agreed and understood between the parties that such realisation of external development charges/infrastructure development charges in relation to plots forming part of OWNERS allocation shall belong entirely to the OWNERS and DEVELOPER shall not be entitled to any claim in respect of the same. The same shall identically apply in relation to plots forming part of Developer's allocation.
10. That DEVELOPER alone shall incur the entire amount required for payment of requisite statutory fees and charges as may be prescribed by the concerned authority for the purpose of obtaining of permissions, sanctions and approvals for renewal/ migration of Licence bearing No. 78 of 2013 so that Plotted Commercial Colony can be constructed over the Said Land. The DEVELOPER alone shall be liable to make payment of all statutory charges/dues, applicable as on date, to be paid till the stage of issuance of Occupation Certificate/Completion Certificate by DTCP. Further, the entire amount required for the cost of construction/development of the Plotted Commercial Colony including the charges and fees of the Architect(s), consultants, engineers,



contractors etc., preparation and sanctions of plans, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policies, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the Said Land including infrastructure and equipments (as may be required as per applicable policies of the concerned authorities/bodies) for providing amenities of water, electricity, sewage etc. shall be wholly to the account of DEVELOPER. However, it is agreed that if there are any levies/demands of additional charges or enhancement of existing charges from Government Authority post the Completion of said Plotted Commercial Colony including but not limited to property tax, EDC/IDC etc., shall be recovered from the prospective Purchasers or shall be borne by the Parties in their respective share. Further, it is understood and agreed by the parties that the charges such as electric connection and meter charges, water connection and meter charges, etc., (to be hereinafter referred to as "Other Charges") for the Plotted Commercial Colony shall be recoverable from the prospective purchaser(s)/prospective lessee(s)/licensee(s) in proportion to their area of the Commercial Plot or shall be borne by the Parties herein in their respective share of area retained/unsold at the time of handing over of the physical possession.



11. That in pursuance of grant of development rights as mentioned herein, the DEVELOPER shall prepare the layout plans for the said Plotted Commercial Colony in accordance and in conformity with the Zonal Plan and the Rules and Bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as maybe prescribed thereof pertaining to the Said Land as may be in force in the area. The said layout plans for the Plotted Commercial Colony shall be submitted with the concerned department for permission to develop the maximum permissible commercial plots over the Said Land.
12. That DEVELOPER shall at the earliest possible time proceed to have suitable design, model and/or plans prepared for the Plotted Commercial Colony and get them approved/sanctioned from the competent authority(s). For this purpose, DEVELOPER shall engage and employ reputed Architect or Architects at its own cost, expenses and responsibilities. The DEVELOPER shall for and on behalf of and in the name of the OWNERS apply to the Director, Town and Country Planning Department, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and building plan approvals and other approvals for the development on the Said Land of the said Plotted Commercial Colony in accordance with applicable Zonal Plans subsequent to execution of this Agreement.



13. That it has been agreed that unconstructed plotted commercial area to the extent of 53% of total sanctioned plotted area in the Plotted Commercial Colony intended to be implemented over the Said Land by DEVELOPER shall be allocated to the OWNERS in lieu of contribution of Said Land for the Plotted Commercial Colony free of cost, other than costs/expenses/charges/fees as agreed to be borne by the OWNERS in this Agreement. Similarly, 47% of total sanctioned plotted area in the Plotted Commercial Colony intended to be implemented over the Said Land shall form part of allocation of DEVELOPER.
14. That the area to be allotted to the OWNERS/DEVELOPER shall be duly marked by the DEVELOPER in the plan when prepared and approved. The preferential and non-preferential commercial plots in the Plotted Commercial Colony shall be pro rata allocated to the parties.
15. That the DEVELOPER shall determine the identity of preferentially located plots and the quantum of preferential location charges to be paid by the prospective purchasers of preferentially located plots in the Plotted Commercial Colony. It is agreed and understood between the Parties that the preferentially and non-preferentially located sanctioned plots in Plotted Commercial Colony shall be pro rata shared between DEVELOPER and OWNERS.
16. That a sum of Rs. 1,00,00,000/- Rupees One Crore Only) shall be paid by the DEVELOPER to the OWNERS towards interest free refundable security deposit. It has further been agreed between the parties that out of



the aforesaid amount of Rs. 1,00,00,000/- Rupees One Crore Only), a sum of Rs.50,00,000/- (Rupees Fifty Lacs Only) shall be paid by the DEVELOPER to the OWNERS simultaneous to the execution of the present agreement. The said amount of Rs.50,00,000/- (Rupees Fifty Lacs Only) has been paid by the DEVELOPER to the OWNERS as under:-

(i) Rs.25,00,000/- (Rupees Twenty Lacs Only) vide cheque bearing No. 004903 dated 23.11.2023, drawn on HDFC Bank, MG Road, Gurugram issued in favour of Mr. Anup Soni.

(ii) Rs.25,00,000/- (Rupees Twenty Lacs Only) vide cheque bearing No. 004904 dated 23.11.2023, drawn on HDFC Bank, MG Road, Gurugram issued in favour of Mr. Uday C Soni.

17. That the balance interest free refundable security deposit amount of Rs.50,00,000/- (Rupees Fifty Lacs Only) shall be equally paid by the DEVELOPER to the OWNERS i.e Rs.25,00,000/- (Rupees Twenty Five Lacs Only) each within a period of 30 days from the date of registration of the plotted commercial colony project with Haryana Real Estate Regulatory Authority, Gurugram.

18. That the physical possession of the allocated plots of OWNERS shall be handed over by DEVELOPER pursuant to grant of Completion Certificate/by Directorate of Town & Country Planning, Haryana, Chandigarh, subject to OWNERS clearing EDC/IDC and Other Charges, as applicable, and executing all documents as required by the Developer



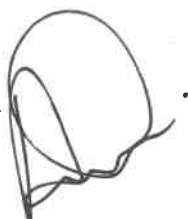
for effective handover of allocated plots. The OWNERS shall be liable to refund the entire interest free refundable security deposit amount of Rs.1,00,00,000/- (Rupees One Crore Only) to the DEVELOPER within a period of thirty (30) days from the grant of completion certificate. In case the OWNERS failed to refund the interest free refundable security deposit amount of Rs.1,00,00,000/- (Rupees One Crore Only) in its entirety within the stipulated period of thirty (30) days from the grant of completion certificate, in that event the OWNERS shall be liable to pay interest at the rate of 18% per annum for the period of delay. The refund of the aforesaid amount in its entirety alongwith accumulated interest (if any) shall also be a condition precedent for delivery of physical possession of the allocated plots to OWNERS by the DEVELOPER pursuant to the grant of completion certificate

19. That once, physical possession of the plots allocated to the OWNERS has been offered by the DEVELOPER after obtaining completion certificate/part completion certificate, the DEVELOPER at its absolute discretion shall be entitled to deliver physical possession of its allocation in the Plotted Commercial Colony in favour of any prospective purchaser/lessee/licensee and to further register sale deed/lease deed/license deed in favour of such prospective purchasers/lessees/licensee etc. However, it is clarified that after obtaining HARERA registration for the Said Plotted Commercial Colony, the DEVELOPER shall have the right to allot/sell/lease and



enter into any agreement to give effect thereof, the plots forming part of Developer's share at its own discretion.

20. That DEVELOPER at its absolute discretion shall be entitled to raise construction over commercial plots forming part of its allocation sanctioned in the Plotted Commercial Colony to be developed over the Said Land and to deal with, use, utilise and alienate the same in any manner as deemed fit, as permissible. The DEVELOPER is under no obligation to raise any construction over the commercial plots forming part of allocation of the OWNERS in terms of this agreement. However, the development of roads, green areas, electricity, water, sewerage etc. in the Plotted Commercial Colony shall be undertaken by the DEVELOPER at its own cost and expense. The said infrastructural development to be undertaken by the DEVELOPER shall be absolutely uniform for the complete Plotted Commercial Colony.
21. That the Parties understand that the DEVELOPER shall be entitled to avail / raise / take disbursement of finance (hereinafter referred to the "Project Finance") from any bank / non-banking financial corporation/ financial institution or any other party after obtaining Completion Certificate from DTCP. Without prejudice to the generality of the foregoing, it is clarified that the OWNERS on their behalf give express consent under this Agreement to create security interest / mortgage over the area of allocation forming part of Developer's plots for securing the Project Finance. It is further clarified that in case of sale /allotment of



Plots forming part of Developers share, the prospective purchasers/buyers/allottees shall have unfettered rights to raise finance from any Bank/Financial Institutions only for the purpose of purchase of the Plots by creating lien over their respective plots.

22. That OWNERS hereby agree that in the event any claim is made by a person in relation to the project claiming title through or in trust for OWNERS or staking any hostile claim against them, before any court of law and on any ground whatsoever, it shall be the sole responsibility of OWNERS to settle and satisfy the claims and secure the consent of such person(s). Similarly, if any document is found to exist which is inconsistent with the representations made by the OWNERS or which is likely to cause any defect in the title of the OWNERS in respect of Said Land or is likely to create any hindrance in the development of the Plotted Commercial Colony it shall be the responsibility of OWNERS to cure such defects at its own costs.

23. That in case OWNERS are not able to rectify abovementioned defect and the same continues to be in existence, then in such event, the Developer shall be entitled to rectify such defect and OWNERS agree that they shall make good such expenditure incurred by the Developer by transferring proportionate area out of the plots forming part of allocation of OWNERS affected by such defect in favour of the DEVELOPER.


24. That conversely, the DEVELOPER hereby agrees that in the event any claim is made by a person in relation to the project claiming rights



through or in trust for DEVELOPER or staking any hostile claim against the OWNERS, before any court of law and on any ground whatsoever, it shall be the sole responsibility of DEVELOPER to settle and satisfy the claims and secure the consent of such person(s). Similarly, if any document is found to exist which is inconsistent with the representations made by the DEVELOPER or which is likely to cause any defect in the title of the OWNERS in respect of Said Land or is likely to create any hindrance in the development of the Plotted Commercial Colony it shall be the responsibility of DEVELOPER to cure such defects at its own costs.

25. That OWNERS undertake to indemnify DEVELOPER and keep DEVELOPER indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against DEVELOPER and against all losses, damages, costs and expenses which DEVELOPER may suffer on account of any of the representations, statements and assurances made by OWNERS pertaining to the legality of title held by them in respect of Said Land are found to be false, fraudulent or misleading.

26. That conversely, the DEVELOPER hereby undertakes to indemnify the OWNERS and keep the OWNERS indemnified at all times against any loss, damage, cost and expenses actually suffered by the OWNERS on account of claims, demands, actions, suits and/or proceedings arising due to non-performance of any obligations by the DEVELOPER as



envisaged under this Agreement or on account of any of the representations, statements and assurances made by DEVELOPER found to be false, fraudulent, misleading or in violation of any statutory provision.

27. That OWNERS agree that they shall forthwith provide the DEVELOPER the notice of any litigation or investigation in connection with the Said Land of which OWNERS become aware of. In the event, OWNERS receive any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and/ or any Third Party, that may directly or indirectly be related to the Said Land or concerning the said Plotted Commercial Colony, they shall within 5 (five) days of receipt of the said communication, correspondence, notice, demand, provide a copy of the same / share it with the DEVELOPER. The same shall equally apply to the DEVELOPER who upon acquisition of notice/knowledge of any litigation or investigation in connection with the Said Land or any communication, correspondence, notice, demand etc. relating to the Plotted Commercial Colony provide a copy of the same / share it with the OWNERS.

28. That OWNERS represent and confirm that the Collaboration Agreements, General Power of Attorney dated 18th of December 2020 registered on 21st of December 2020 and bearing vasika no.921 and Special Power of Attorney dated 18th of December 2020 bearing vasika



no.922, General Power of Attorney dated 22nd of March 2023 bearing vasika no. 350 and Sale Deed bearing vasika number 1731 dated 22nd of September 2020 in favour of M/s. Okamura Homes Private Limited and consequent mutation bearing number 2297 stand canceled /terminated as on the date of execution/registration of this present Agreement. The parties hereby undertake to execute all relevant documents (if required) in this regard.

29. That the Plotted Commercial Colony shall be deemed to have been completed when the Completion Certificate for the said Plotted Commercial Colony has been obtained by the DEVELOPER from Directorate of Town and Country Planning, Haryana, Chandigarh, as per applicable statutory provisions. The DEVELOPER shall be entitled to undertake construction over the Plots allocated to it in the Plotted Commercial Colony in terms of this agreement.

30. That the common areas of the Plotted Commercial Colony shall be maintained by a professional maintenance company appointed by DEVELOPER. The necessary maintenance agreement shall be executed and accordingly maintenance charges shall be paid proportionately by the OWNERS or their prospective buyers and OWNERS and its prospective buyers in their area sharing ratio irrespective of the occupancy. The liability of the parties to pay maintenance charges of their respective shares shall accrue after 30 days from the date when the Completion Certificate is granted. The quantum of maintenance charges/



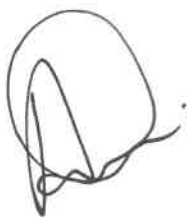
interest free maintenance security shall be standard/uniform for the entire Plotted Commercial Colony that is they will be same for the allocation of the DEVELOPER as well as OWNERS.

31. That after execution of this Agreement, the DEVELOPER shall be at liberty to put up its sign boards with the legend that the project to be constructed at the spot is a Plotted Commercial Colony wherein the public is free to book the plots/ areas / spaces and to have site office/ sample unit/sample building, over the Said Land, in conformity with applicable laws/regulations/ policies. It is specifically agreed and understood that the permission and authority granted by the OWNERS to DEVELOPER under this clause, does not empower the DEVELOPER to carry out the construction work, except as mentioned hereinabove, over the Said Land until layout plans have been sanctioned and has all other requisite sanctions/approvals have been obtained by the DEVELOPER from the competent authority(s).

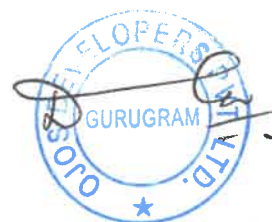
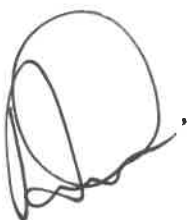
32. That in case any penal interest, damages or compensation in any form or nature is liable to be paid to any contractor/professional/engineer etc. and/or Directorate of Town and Country Planning, Haryana, Chandigarh /any other authority on account of failure of the DEVELOPER to fulfil any financial obligations in terms of this Agreement or to comply with any statutory provision, in that event the said amount regardless of its nomenclature shall be paid by the DEVELOPER from its own resources.



33. That during the course of construction, the OWNERS shall be entitled to engage the services of engineers, consultants, architects, project managers etc. so as to visit and inspect the development of the said Plotted Commercial Colony with a prior written intimation to the DEVELOPER. The DEVELOPER shall not create any hindrance or obstruction in the inspection of development works by aforesaid engineers, consultants, architects, project managers etc. engaged by the OWNERS. The defects, infirmities etc. pointed out by the aforesaid engineers, consultants, architects, project managers etc. shall as far as possible be remedied/rectified by DEVELOPER.
34. That the sales staff, CRM staff and technical manpower for supervision shall be provided by DEVELOPER from its own resources. No amount whatsoever or for that matter any salary/payment of any nature shall be liable to be paid by the OWNERS to DEVELOPER /its aforesaid staff towards monitoring and supervising the raising of construction/development, sales, promotion and marketing, of the Plotted Commercial Colony.
35. That all office establishment expenses as may be required to be incurred for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be incurred entirely by DEVELOPER.



36. That the entire expenditure incurred in raising of construction, payment of architects, engineers, contractors (structural, plumbing, electrical etc.) horticulturists, professionals etc. and in undertaking the implementation of the Plotted Commercial Colony shall also be paid by the DEVELOPER. No expenditure towards any account for the conceptualization, promotion, construction, development and implementation of the Plotted Commercial Colony shall be liable to be incurred by the OWNERS.
37. That DEVELOPER alone shall be responsible for the development of the Said Land and compliance of all applicable laws including Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act') read with Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as 'the HARERA Rules'). The OWNERS shall also not commit violation of provisions of RERA Act and the HARERA Rules.
38. That the DEVELOPER shall be solely responsible for all approvals under the RERA Act and the HARERA rules framed thereunder in respect of the Plotted Commercial Colony to be established over the Said Land. The OWNERS shall under no circumstances be held responsible for any non-compliance or for any violation on the part of the DEVELOPER of the provisions as contained in the RERA Act and the HARERA rules framed thereunder . It is made clear that any proceedings instituted by any party(ies) against the OWNERS with



respect to the same shall be defended at the cost of the DEVELOPER and DEVELOPER shall assume full responsibility in the said proceedings as well. It is clarified that in the event the OWNERS are confronted with a claim, of any nature, on account of such breach of the RERA Act or HARERA Rules or any other law in force, the DEVELOPER shall forthwith make good the loss to the OWNERS such sums so as to enable the OWNERS to meet the said claim including any legal fees that the OWNERS may incur in defending the said claim.

39. That the DEVELOPER shall be designated as the promoter of the Project under the provisions of the RERA Act/ the HARERA Rules and shall be responsible for complying with all provisions of aforesaid statute and other Applicable Laws in respect of the Project. The OWNERS shall be designated a co-promoter for the purposes of RERA. Each of the OWNERS undertakes that he shall facilitate and provide all the details available with him, as required or demanded by the RERA authority for registration of the Project. The DEVELOPER shall launch the Project for Sale of Units only after registration of the Project under the RERA Act/ the HARERA Rules. The parties shall sell their respective allocated share of plots in compliance with the provisions of the RERA Act/ the HARERA Rules. Each Party agrees to undertake all its obligations under this Agreement in a manner that the sale is compliant with the RERA Act/ the HARERA Rules at all times. Any penalty or implication or consequence due to non-compliance of the provisions of the RERA Act/



the HARERA Rules in respect of said Plotted Commercial Project on the Said Land shall be borne and met by the erring Party.

40. That DEVELOPER shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour law, rules 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 injury or damage to workmen, plant and machinery or third party. All claims and demands during construction and/or thereafter shall be settled and cleared by DEVELOPER and no liability on this account shall be fastened on the OWNERS.

41. That DEVELOPER shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by/with the proposed Allottees/OWNERS to the extent retained/unsold plots for the Plotted Commercial Colony, including but not limited to Marketing brochure/ prospectus, application forms, receipts, provisional/ final allotment letters, apartment/ unit buyer agreements, sale/ conveyance deeds, maintenance agreements and others as the DEVELOPER may consider appropriate and further have the sole authority to determine and control the pricing of the plots for the said Plotted Commercial Colony over the Said Land. However, the entire documentation shall be uniform for the project and the OWNERS shall not be liable to execute



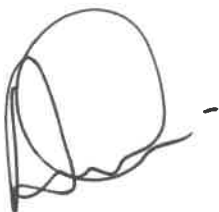
any document at variance with terms and conditions incorporated in this collaboration agreement.

42. That the DEVELOPER shall exclusively be entitled to undertake the conceptualisation, promotion, construction and development of the Plotted Commercial Colony over the Said Land under any brand name deemed appropriate by DEVELOPER. The OWNERS admit and acknowledge that it shall be the absolute prerogative of DEVELOPER to do so and the OWNERS undertake not to raise any objection in this regard. Similarly, absolute discretion shall also be held by the DEVELOPER for the purpose of naming the project. The OWNERS shall have absolutely no role to play in the same. The OWNERS undertake not to raise any objection to the naming of the project by DEVELOPER.

43. That DEVELOPER within a period of six months from the date of execution of this Collaboration Agreement shall strive to obtain the requisite license and permissions, sanctions and approvals for development and implementation of the project. The DEVELOPER shall complete the development and shall further obtain the Completion Certificate for the Plotted Commercial Colony within a period of Thirty months from the date of execution of this agreement.

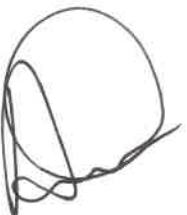
44. That nothing contained in the preceding clause shall apply if the delay in issuance of Completion Certificate occurs due to:-

1. Any defect in the title of the OWNERS;





2. Any delay on the part of OWNERS in transferring any area for service road in favour of the Government through a Gift Deed or in any other manner desired by the Government. It is clarified that delay in terms of this sub clause shall only be construed if the OWNERS despite being called upon by the DEVELOPER, as per the requirement,, fails to execute such Gift Deed within a span of 14 (fourteen) days from receipt of written intimation.
 3. Any force majeure event/circumstances as mentioned in the succeeding clause.
45. That if the non-completion of the said Plotted Commercial Colony is the result of earthquake, lightening, pandemic or consequent lockdown or any order or notification of the Government or any order from judicial or quasi-judicial authority which makes development/implementation of the Plotted Commercial Colony impossible or legally impermissible or by reason of war or enemy action or act of God which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said Plotted Commercial Colony and for such extended period, the DEVELOPER shall not be liable to pay any compensation/penalty.



46. That the OWNERS shall ensure to comply with all the requisite payments, if any, keeping the said Land title clear and free from all kinds of third-party claims, third party interruptions, encumbrances, lien, mortgage, undisputed, throughout the subsistence of this Agreement and the completion of all the obligations under this Agreement. Further, OWNERS shall ensure and maintain clear and marketable title over the Project Land or any part thereof, free from all Encumbrances till the Completion of the said Plotted Commercial Colony and provide peaceful and vacant possession of the Said Land in accordance with the terms of this Agreement
47. That it is agreed between the parties that, in case the DEVELOPER is unable to complete the development of the Plotted Commercial Colony within a period of Thirty months from the date of execution of this agreement, in that event the DEVELOPER shall be liable to pay compensation at the mutually agreed rate of Rs. 750/- (Rupees Seven hundred Fifty Only) per month per square yard of plotted commercial area to be allocated to the OWNERS in the project. The compensation at the aforesaid rate shall be liable to be paid by DEVELOPER to the OWNERS till such time the entire Plotted Commercial Colony is completed in terms of this agreement.
48. That it has further been agreed between the parties that the bank account (hereinafter referred to as 'Project Account') in accordance with

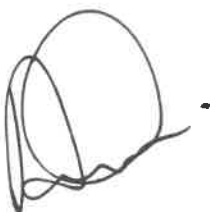




statutory requirements of RERA Act, shall be opened and operated by DEVELOPER.

49. That it has further been undertaken by DEVELOPER that all amounts relating to the Project/areas therein including but not limited to Basic Sale Price (BSP), preferential location charges, interest, and other charges realised from prospective purchasers of units in the Project shall only be deposited in a dedicated account to be opened and operated for the Plotted Commercial Colony as per applicable Policy/Real Estate Regulations and Development Act.

50. That it has been mutually agreed between the parties that as per Real Estate Regulations and Development Act/Haryana Real Estate (Regulation and Development) Rules 2017, the 70% component transferred from the Project Account shall only be used/utilized for all costs including the Project Approval Cost for undertaking the Development of the said Plotted Commercial Colony as per the plans /layouts approved by the Governmental Authorities, which shall include but not limited to License Renewal Cost, cost of construction of site office, transportation costs, stamp duty and registration charges, EDC, IDC, fees payable to the Consultants, expenses towards licenses or approvals required for the development and implementation of the said Plotted Commercial Colony, Project Development Finance Costs, Taxes, brokerage, sales and Marketing expenses, overhead costs for execution of the said Plotted Commercial Colony, cost of Consultants etc. as

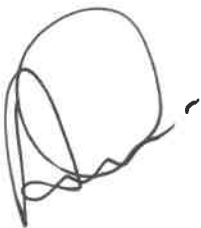




permitted by HARERA. No brokerage shall be liable to be paid by the DEVELOPER for the sale of the allocation of the OWNERS. The said account has hereinafter been referred to as 'Construction Cost Account'.

51. That the amounts deposited in the aforesaid bank accounts shall be used and utilized by DEVELOPER for raising construction of the Project and fulfilling its obligations as per License/sanctioned documents/Real Estate Regulations and Development Act and Rules framed thereunder as well as for fulfilling its obligations as specified in this Agreement and/or required by law till obtaining of Completion Certificate and for no other purpose.

52. That the remaining 30% of all amounts received in the Project Account shall be transferred to a separate bank account to be opened by DEVELOPER. It has been mutually agreed between the parties that as per Haryana Real Estate (Regulation and Development) Rules 2017, and Regulations 2018, the 30% component referred to above transferred from the Project Account shall be first utilised to pay off the outstanding external development charges/infrastructure development charges, due as on that date, to the extent of the share of DEVELOPER in the Plotted Commercial Colony. The said account has hereinafter been referred to as 'Surplus Account'. The transfer of 30% of the amounts received in the Project Account to the Surplus Account shall be made on weekly basis on every Monday of each English calendar month.





53. That in the event of sale of any areas forming part of allocation of the OWNERS, the entire 30% component deposited in the Surplus Account shall belong entirely to the OWNERS till such time the entire payment received from the prospective purchaser in respect of Plots forming part of allocation of the OWNERS has been duly paid back to the OWNERS. This shall be applicable for each installment of consideration deposited in the Project Account by the prospective purchaser in respect of Plots forming part of allocation of the OWNERS. The OWNERS shall be bound to use/utilize the amounts referred to above received from sales first for payment of their share of outstanding external development charges and the balance (if any) shall be used/utilized by them at will.
54. That the parties specifically admit and acknowledge that all sales of constructed/unconstructed areas forming part of Plotted Commercial Colony, realisation of amounts from sale, construction of the project and its handover shall be done strictly in accordance with provisions of Real Estate (Regulation and Development) Act 2016 and Haryana Real Estate (Regulation and Development) Rules 2017 & Regulations as amended from time to time and all applicable statutes/departmental directions and bye laws.
55. That the DEVELOPER has further assured the OWNERS that for the purpose of opening of bank accounts referred to above for the project in terms of Real Estate (Regulation and Development) Act, 2016, copies of this Agreement duly executed and registered or any other requisite



document shall be made available to the concerned banker(s) and shall form part of the account opening documents submitted by DEVELOPER for opening the bank accounts indicating it to be the DEVELOPER.

56. That DEVELOPER further undertakes to give instructions to the banker(s) that the OWNERS shall be entitled to monitor the deposits/withdrawal/operations of bank account(s) to be opened by DEVELOPER for the Plotted Commercial Colony and to further obtain copies of statement of accounts relating to the bank account(s) as and when the OWNERS deem fit. The DEVELOPER shall ensure requisite banking codes/password for this purpose shall be made constantly available to the OWNERS.

57. That it has specifically been agreed between the parties that DEVELOPER shall not be entitled to give any instructions orally or in writing to the banker(s) to alter/vary the outflow/utilization of funds from the bank account(s) to be opened and operated in accordance with provisions of Law at variance with terms and conditions incorporated in this agreement. However, in case all parties feel that any alteration/modification in operating instructions having impact on receipt of revenue from sales of OWNERS allocation is required, in that event they shall jointly be allowed to call upon the banker(s) in writing to do the needful even though the bank account(s) for the Plotted Commercial Colony shall be individually opened by DEVELOPER. Nothing contained hereinabove shall apply to change of persons nominated by the



DEVELOPER from time to time for operation of accounts. However, the bank accounts shall strictly be operated in terms of this Collaboration Agreement.

58. That the pre-estimated compensation amount mutually agreed between the parties shall be pro rata paid by the DEVELOPER to the individual OWNERS. The compensation amount shall be paid each month in advance on or before the 10th day of each English calendar month. In the event of there being any delay on the part of the DEVELOPER in payment of compensation amount, interest at the rate of 18% per annum shall be liable to be paid by the DEVELOPER to the OWNERS.

59. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license for the said Plotted Commercial Colony, it is the condition of this agreement that after execution of this agreement the OWNERS/their nominees or their legal heirs will not cancel or back-out and or withdraw from this agreement during the period of its subsistence. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNERS.

60. That the OWNERS and DEVELOPER shall be responsible and liable in respect of Income-tax and/or other statutory liabilities as far as their respective share of the project or sale proceeds thereof is concerned.



61. That the DEVELOPER shall be entitled to the refund of all fees, security deposits and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the Plotted Commercial Colony. The OWNERS undertakes that within ten days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the DEVELOPER and any delay by the OWNERS in passing on the refund to the DEVELOPER in this regard shall entail interest at the rate of 12% per annum. Nothing contained in this clause shall apply to any compensation amount, consequent statutory benefit, solatium, enhancement of compensation or any other amount paid by the Government/concerned statutory authority for acquisition of any part of the Said Land and the same shall belong exclusively to the OWNERS.
62. That upon asking of the DEVELOPER, the OWNERS undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the purchasers of plots in the Plotted Commercial Colony at the cost and expenses of the said allottees. Same shall be done by DEVELOPER as well in case it is called upon by the OWNERS to execute any documents/agreements for sale of plots allocated to the OWNERS in the project.
63. That OWNERS undertake and agree that all decisions to be taken on behalf of OWNERS shall be taken by Mr. Anup Soni. It is clarified that Mr. Uday C. Soni and his legal heirs/successors shall be bound by the



decisions of Mr. Anup Soni for the purposes of this Agreement. Mr. Anup Soni shall represent OWNERS and communicate with DEVELOPER for the purposes of this Agreement.

64. That this agreement is not and shall not, however, be deemed to be 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.
65. That the parties hereto have agreed and undertaken to perform their part of 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 effects to the terms of this agreement.
66. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said Plotted Commercial Colony against any attachment seizures or sale thereof.
67. That no changes, modifications or alterations to this present Agreement shall be done without the written consent of the parties hereto.
68. That any relaxation and/or delay and/or indulgence and/or forbearance shown by OWNERS in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this present Agreement against the DEVELOPER shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of



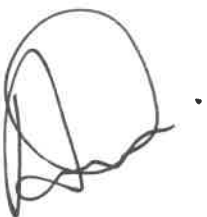
the OWNERS in any manner whatsoever. No waiver on the part of OWNERS of any provision of this present Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

69. That the Parties agree that this Agreement shall come into effect on the Execution Date and shall not be terminated as OWNERS agree and acknowledge that the DEVELOPER shall be spending huge financial and other resources in the Development of the said Land and in view of the same, OWNERS shall not be entitled to terminate so long as the DEVELOPER abides by terms and conditions incorporated in this Agreement.

70. That unless otherwise stated, all notices, permissions and instructions for the purposes of this Agreement shall be given in writing and shall be sent by Speed Post / Registered Post to the address of the concerned party as indicated in the heading of this Agreement and by no other means. In case the address of any contracting party is changed, such party shall be bound to intimate the other party about change of address by registered post/speed post and by no other means.

71. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them.

72. That the Courts at Gurugram, Haryana alone and the Punjab & Haryana High Court at Chandigarh shall exclusively have the jurisdiction to deal



with and decide all matters/disputes directly or impliedly arising out of or concerning this Collaboration Agreement.

73. That all costs of stamping, engrossing and registration of this Agreement shall be borne entirely by the DEVELOPER. Any previous liability towards stamp charges/registration charges arising out of documents executed between the OWNERS and Raheja Developers shall not be borne by the DEVELOPER.

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

Drafted by self.

Witnesses

1.



S.C. ARORA
Advocate
Distt. Courts, Gurugram

OWNERS

1. Mr. Uday C Soni 

2. Shri Anup Soni 

2.


Mahesh K. Chauhan
Advocate
Distt. Courts, Gurugram


DEVELOPER

M/s. Ojos Developers Pvt. Ltd., through its duly authorized person Mr. Dasari Srinivasulu

ANNEXURE A
LAND SCHEDULE

1. Detail of land owned by Sh. Uday C Soni S/o R C Soni 2/3rd Share and Anup Soni S/o Sh. Uday C Soni 1/3rd share, Village Bajghera, District Gurugram, Haryana.

Village	Rectangle No.	Killa No.	Area
Bajghera a	22	11/2	5-16
	23	15/3/1	0-2
		15/3/2	0-5
	Total		6-3

2. Uday C. Soni S/o R. C. Soni

Village	Rectangle No.	Killa No.	Area
Bajghera a	23	14/1/2	3-15
		15/1/2	1-18
		14/1/1	3-1
		15/1/1	0-17
	Total		9-11





3. Sh. Uday C Soni S/o R C Soni & Anup Soni S/o Sh. Uday C Soni equal Share

Village	Rectangle No.	Killa No.	Area
Bajghera	22	10/3	2-18
		11/1	1-11
		12/1/1	1-14
		12/1/2	0-2
	Total		6-5

4. Anup Soni S/o Sh. Uday C Soni

Village	Rectangle No.	Killa No.	Area
Bajghera	22	11/3/2	0-7
		11/3/1	0-6
		19/2	0-14
		20/1	2-18
	23	14/2	1-8
		15/2/1	0-18
		15/2/2	2-1



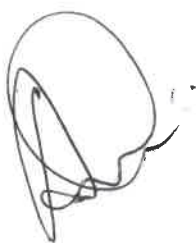
		15/5	1-2
		16/1	2-7
		17/1	1-13
	Total		13-14

5. Sh. Uday C Soni S/o R C Soni & Anup Soni S/o Sh. Uday C Soni equal Share

Village	Rectangle No.	Killa No.	Area
Bajgher a	22	9/2	0-13
	23	6/2	3-16
		7/2min	1-3
	Total		5-12

Grand Total 41- 05 or 5.15625 Acres

****It is clarified that all the payments received from the Developer or the prospective purchasers under this Agreement shall be paid in the proportionate share of Uday C Soni and Anup Soni i.e., 47.45:52.55 respectively.**





ANNEXURE-B
LAND SCHEDULE OF THE ALLEGED SALE DEED

Village	Rectangle No.	Killa No. as per Updated Mutation	Area
Bajghera	22	11/2	5-16
	22	15/3Min North	0-2-1
	23	14/1Min North	3-1-0
	23	15/1min North	0-16-8
	22	10/3	2-18
	22	11/1	1-11
	22	12/1Min North	1-14-2
	22	11/3Min North	0-5-5
	23	15/2Min North	0-18-0
	22	9/2	0-13
	23	6/2	3-16
Total			21-11-7

Grand Total:- 21Kanals 11Marlas 7Sarsai





