

# AG. D. No:- 9273 Date 1 15/7/13



Attested For Joint Sub Registrar Gurugram

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## SUPPLEMENTARY COLLABORATION AGREEMENT

This Supplementary Collaboration Agreement ("Agreement") is executed at 1 on this July h day of \_\_\_\_\_, 2013

#### BETWEEN

Shri Uday C Soni S/o Shri R.C. Soni and Shri Anup Soni S/o Shri Uday C Soni Both R/o House No. 79, Sector 9A, Chandigarh Hereinafter collectively called "the Owners" (which expression shall mean and include their respective heirs, legal, representatives, administrators, executors, nominees and assigns) of the FIRST PART.

(hereinafter jointly referred to as the "Land Owners" which expression shall unless repugnant to the context hereof shall be deemed to mean and include his/her legal heirs, administrators, legal representatives, successors-in-interest and nominees), party of the FIRST PART

### AND

M/s. Raheja Developers Limited, a company incorporated under the Companies Act, 1956 and having its registered office at W4D, 204/5, Keshav Kunj, Sainik Farms, New Delhi -110062 through its authorized signatory Mr. Manoj Goyal, Director & Company Secretary, duly authorized (hereinafter

For RAHEJA DEVELOPERS LTD. Autildrised Signatory Attested

For Joint Sub Registrar Gurugram 27 NCT 2022 प्रसेख न: 9273 डीड सबंधी विवरण डीड का नाम AGREEMENT तहसील/सब-तहसील गुडगांवा गांव/शहर बजघेङा भवन का विवरण भूमि का विवरण

Drafted By: C P Bhatheja adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनॉक 15/07/2013 दिन सोमवार समय 3:08:00PM बजे श्री/श्रीमती/कुमारी Uday C Soui पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी R C Soni निवासी 79, Sec-9A Gurgaon द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

उप/सयकत पॅजीयन अधिकारौ गडगांवा

हस्ताक्षर प्रस्तुतकर्ता nup Sont, Uday C Som

उपरोक्त पशकर्ताव श्री/श्रीमती/कुमारी Thru-Manoj Goyal दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोने पर्व तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी C.P.Bhateja पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv guga व श्री/श्रीमती/कुमारी Madan Rana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chander Rana निवासी 539, Sec-53 Gurgaon साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है। दिनॉक 15/07/2013

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referred to as "Developer", which expression shall, unless repugnant to the meaning and context hereof be deemed to mean and include its administrators, successors-in-interest and permitted assigns) party of the OTHER PART.

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

WHEREAS the Land Owners and the Developer have entered into a Collaboration Agreement dated 27.07.2011 ("Collaboration Agreement") and Supplementary Collaboration Agreement dated 25.05.2012 ("Supplementary Collaboration Agreement") in respect of the lands admeasuring 5.368 acres of Village Bajghera, Gurgaon (Haryana) (hereinafter referred to as the "Land") for development of project in terms of rules and regulation of DTCP and the same has been fully described in Schedule-1 enclosed with said Collaboration Agreement. Land Owners have also executed a Power of Attorney dated 27.07.2011 in favour of the Developer in respect of the said Lands.

AND WHEREAS the Developer has received a Letter of Intent for grant of license for setting up the Commercial Project on the land measuring 5.1375 acres ("LOI Land") vide Memo No. LC-2622-JE(VA)-2012/22144 (hereinafter referred to as the "Said LOI"). The schedule of Land as per said memo, is attached as Annexure-1 of this Agreement.

AND WHEREAS, the Parties have further agreed to certain terms, which the Parties are desirous of recording in this Supplementary Agreement, which modifies the terms of the Collaboration Agreement and Supplementary Collaboration Agreement to the extent mentioned herein.

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under: -

- That the Parties categorically admit and acknowledge that they shall remain absolutely bound by the terms and conditions of the Collaboration Agreement dated 27.07.2011, Power of Attorney(s) dated 27.07.2011 and Supplementary Collaboration Agreement dated 25.05.2012.
- That the Developer shall be responsible for Compliance of all terms and conditions of License/ provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and rules till the grant of final completion certificate issued by the concerned authorities to the Project.

For RAHEJA DEVELOPERS LTD. forsed Signatory

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- 3. That Collaboration Agreement dated 27.07.2011, Supplementary Collaboration Agreement dated 25.05.2012 and this Agreement shall be irrevocable and no modification/ alternation etc in the terms & conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.
- 4. That both the Parties will be identified and allocated their respective shares at the time of submission of building plans to Director General. Town and Country Planning Department, Haryana. That demarcation of shares between the Land Owners amongst themselves shall be their own responsibility and Developer shall not be responsible for the same. After demarcation of respective areas, the Parties are free to deal with their respective areas in the open market and receive booking amount/installments, execute agreements, etc. as per the terms of said LOI/ License and regulations of Directorate of Town & Country Planning, Chandigarh, Haryana. The final area will be adjusted after receipt of occupancy certificate of the project in terms of collaboration agreement.
- 5. That the Land Owners may give the marketing and selling rights to the Developer of their share at mutually agreed terms and conditions pertaining to marketing, selling and administrative cost.
- 6. That it is agreed between the Parties that subject to the terms of the Collaboration Agreement, Supplementary Collaboration Agreement and this Agreement and without effecting the rights of the Land Owners thereunder, the Developer may, if deemed fit and proper, transfer and assign the development rights in the license etc. granted by the competent Authorities to develop and construct the project on the said land to any SPV, subsidiaries, Limited Liability Partnership, Private Equity or any other third party without any further approval of the Owners and subject to compliance of government rules and regulations and Act as applicable.
- 7. That the Land Owners have delivered and handed over the actual, physical vacant possession of LOI Land to the Developer on execution of this Agreement in terms of Collaboration Agreement and the Developer do hereby confirm the same. After the execution of this Agreement, the physical possession of the LOI Land, the Developer shall cause and maintain

For RAHEJA DEVELOPERS LTD. horised Signatory

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गवाह	Madan Rana	Are and a second

# प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 9,273 आज दिनॉक 15/07/2013 को बही न: 1 जिल्द न: 13,045<sup>1</sup> पृष्ठ नः 114 पर पॅजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,022 के पृष्ठ सख्या 85 से 86 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता औ गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनॉंक 15/07/2013

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the physical possession LOI Land and shall defend the same from any third party encroachment.

8. That the terms and conditions of this Supplementary Collaboration Agreement shall be read and interpreted in conjunction with the Collaboration Agreement dated 27.07.2011 and Supplementary Collaboration Agreement dated 25.05.2012. In the event of being an inconsistency in the interpretation of the provisions of the Collaboration Agreement, and Supplementary Collaboration Agreement and this Agreement, the terms of this Agreement shall prevail and take preference.

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- 9. Except to the extent specified in this Agreement, all the terms of the Collaboration Agreement and Supplementary Collaboration Agreement shall remain unchanged and nothing contained herein shall change or alter in any manner whatsoever the validity, enforceability and interpretation of the Collaboration Agreement and Supplementary Collaboration Agreement.
- 10. Capitalized terms used and not specifically defined herein shall have the meaning ascribed to them under the Collaboration Agreement and Supplementary Collaboration Agreement.

IN WITNESS WHEREOF the Parties aforementioned have executed this Supplementary Collaboration Agreement on the date and place first mentioned above. Developed by C-PD every

WITNESSES

Hargan Ram slo Chander Ram RC H X10 539. Scotor 57, Gurgoon

For RAHEJA DEVELOPERS LTD. DEVELOPER H H

LAND OWNE

For Joint Sub Registrar Gurugram 2 7 OCT 2023

Attested