

Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 19/05/2023

Certificate No. MDS2023E9



GRN No. 102816092



Stamp Duty Paid : ₹ 36000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vikas bansal

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village : Karnal

District : Karnal

State : Haryana

Phone: 99*****55

Others : Etc



Buyer / Second Party Detail

Name : Ms kcg resorts pvt ltd

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village: Karnal

District : Karnal

State : Haryana

Phone : 99*****55

Purpose : REGISTRATION OF AGREEMENT

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



Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 17/05/2023

Certificate No. M0Q2023E298

GRN No. 102738427



Stamp Duty Paid : ₹ 107000

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vikas Bansal

H.No/Floor : 839

Sector/Ward : 13

LandMark : Ue

City/Village : Karnal

District : Karnal

State : Haryana

Phone: 99*****55

Others : Etc



Buyer / Second Party Detail

Name : Ms Kcg Resorts pvt ltd

H.No/Floor : 839

Sector/Ward : 13

LandMark : Ue

City/Village : Karnal

District : Karnal

State : Haryana

Phone : 99*****55

Purpose : Registration of Agreement

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>
THIS COLLABORATION AGREEMENT ("Agreement") is made at Karnal, Haryana on this _____ Day of _____ 2023

BY AND BETWEEN

1) Vikas Bansal (Aadhar no 7173 1245 6508 Pan no. AHVPB1398L) S/O Sh. Kailash Chand Gupta S/o Sh. Omparkash R/o 839 Sec. 13 U.E Karnal and 2) Amit Bansal (Aadhar no 9398 2223 7036 pan no AHVPB1399M S/O Sh. Kailash Chand Gupta S/o Sh. Omparkash R/o 855 Sec. 13 U.E Karnal, Mridul Bansal (Aadhar no 8904 7882 4213, Pan no. CQPPB3272G) S/O Sh. Amit Bansal R/o 855 Sec. 13 U.E Karnal AND Kushagra Bansal (Aadhar No. 9534 5629 7988, Pan No. FFLPB1772K) S/o Sh. Vikas Bansal S/o Sh. Kailash Chand Gupta R/o 839 Sec. 13 U.E Karnal, having Equal Share of hereinafter called the "LAND OWNERS" (which expression shall unless repugnant or opposed to the context thereof, mean and include his heirs, transferees, successors, representative and assigns) of the **FIRST PART.**

AND

M/S K C G RESORTS PVT. LTD [CIN U55101HR2009PTCO39831] (Pan No. AAECK2303D) a private limited company incorporated under the provisions of the Companies Act, 2013, having its Registered office at **839 Sector 13 U.E. Karnal**, through its Authorized Signatory Mr. Harshit Bansal, duly authorized vide Board Resolution dated _____ (hereinafter referred to as the (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in interest and assigns) of the

SECOND PART.



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प्रलेख न:374

दिनांक:19-05-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील नीलोखेडी

गांव/शहर शामगढ

धन संबंधी विवरण

राशि 7125000 रुपये

स्टाम्प ड्यूटी की राशि 142500 रुपये

स्टाम्प नं : M0q2023e298

स्टाम्प की राशि 107000 रुपये

रजिस्ट्रेशन फीस की राशि 40000
रुपये

EChallan:0102810937

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प: MDS2023E9

डेफिशियेंसी Grnno: 102816092

डेफिशियेंसी शुल्क: 36000

Drafted By: अनील पनौड़ी वकील

Service Charge:0

यह प्रलेख आज दिनांक 19-05-2023 दिन शुक्रवार समय 1:58:00 PM बजे श्री/श्रीमती /कुमारी

विकास बंसल पुत्र व अमित बंसल पुत्र पुत्र कैलाश चन्द गुप्ता मृदुल बंसल पुत्र अमित बंसल व खुशागर बंसल पुत्र
कैलाश चन्द गुप्ता पुत्र पुत्र ओम प्रकाश निवास करनाल द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी (नीलोखेडी)

हस्ताक्षर प्रस्तुतकर्ता

विकास बंसल पुत्र व अमित बंसल पुत्र मृदुल बंसल पुत्र अमित बंसल व खुशागर बंसल पुत्र कैलाश चन्द गुप्ता पुत्र

उपस्थित पेशकर्ता व श्री/श्रीमती /कुमारी MS K C G RESORTS PVT LTD thru मिन हर्षित बंसल OTHER हाजिर है। प्रतुत
प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी जगदीश लाल नम्बरदार पिता चतर सिंह
निवासी शामगढ व श्री/श्रीमती /कुमारी बलवान सिंह पिता जय भगवान
निवासी दिल्ली ने की।

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





The Land Owners and the Developer may hereinafter individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- A. The Land Owners are inter-alia the absolute and lawful Owners and is in peaceful physical possession of land measuring **11 Kanal 2 Marla**
- B. Detail as under filing in Khewat/Khatauni No. 346 min, Khatauni No 448 min, Killa No. 1//15/1/1 (0-4) 2//11/1/1 (1-6) 19/1 (4-4) 22/2 min (4-0) Kitta-4,9 Total Area 9-14 (owner Kushagra Bansal and mirdul Bansal in equal share) Khewat/Khatauni No. 346 min, Khatauni No 448 min, Killa No. 2//18 (0-8) 23 min (1-0) Kitta-2 total area 1 Kanal 8 marla (owners Amit Bansal and Vikas Bansal is equal Share) Grand Total 11 Kanal 2 Marla or **1.3875 Acres**, situated in the revenue estate of **Village Shamgarh, Tehsil Nilokheri and District Karnal, Haryana** vide Jamabandi for the Year 2019-20 and mutation no 4760, 4813, 4809, more specifically detailed in **Schedule A**. The land referred to above is subject matter of this Agreement and has hereinafter been referred to as "**Project Land**" as per Shizra plan annexed as **Annexure -B**);
- C. It is represented by the Owners that the Said Land or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any authority, governmental or otherwise, with respect to the Scheduled Land.
- D. The Developer is engaged in development of real estate including several Project in various Sectors in District Gurugram, Haryana. First Party is keen to enter into a Collaboration Agreement with Second Party for development of the said Land into a Residential [including but not limited to Group Housing, under Affordable Housing Policy, Under Deen Dayal Jan Awas Yojna, NILP] / Commercial / IT zone as per the master plan of the Haryana Govt on collaboration basis or in any type of project as suits to the Developer. The Second Party is also desirous of conceptualizing, promoting, constructing and developing the Project as approved by Government over the Said Land. The Parties hereto, for their mutual benefits, have agreed to collaborate with each other for development and construction of the Project upon the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"**Agreement**" means this Collaboration Agreement, its schedules and annexures attached



[Handwritten signatures of the parties]



पेशकर्ता



दावेदार



गवाह



उप/सयुक्त पंजीयन अधिकारी

(Signatures of the parties and witnesses)

पेशकर्ता :- विकास बंसल पुत्र व अमित बंसल पुत्र मृदुल बंसल पुत्र अमित बंसल व खुशागर बंसल पुत्र कैलाश चन्द गुप्ता पुत्र

दावेदार :- Thru मिन हर्षित बंसल OTHERMS K C G RESORTS PVT LTD

गवाह 1 :- जगदीश लाल नम्बुदर

गवाह 2 :- बलवान सिंह

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 374 आज दिनांक 19-05-2023 को बही नं 1 जिल्द नं 123 के पृष्ठ नं 150.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2639 के पृष्ठ संख्या 93 से 94 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 19-05-2023



उप/सयुक्त पंजीयन अधिकारी (नीलोखेड़ी)

hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, letter of intent, the License, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

"EDC" shall mean the external development charges in respect of development of the Project;

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial Ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-Ownership, disposal of beneficial interest or any other interest held by a third party.

"Project Land" has the meaning given to it in **Recital A specifically shown in site plan** herein above.

"Representatives" means the agents, servants, associates, nominees and any person lawfully claiming through or under any Party hereto.

1.2 **Interpretations:** In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors,



legal heirs, executors and administrators;

- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (v) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vi) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
- (vii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (viii) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting.

ARTICLE 2

PROJECT AND PROJECT LAND

- 2.1 The Developer shall develop the Project on the Project Land defined in Recital A in accordance with the Approvals including sanctioned layout/building plans and compliance of Policy and Applicable Laws. The cost and expenses of taking letter of intent, change of land use, license, sanctions, clearances, layout plans/building plans, etc., and cost of developments including but not limited to raw material, labour charges, fees, commission, salary, wages of architects, laborers, engineers in respect of the Project shall not be shared by the Land Owners and shall be borne solely by the Developer.

- 2.2 The Parties agree that all documents, material and statements provided by the Land Owners at the time of execution of this Agreement have been considered as a material representation made by the Land Owners to the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project Land. In case of any defect in the title/Ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land or part thereof made prior to the effective date impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owners shall rectify and remove such defects at their own cost. In the event of failure on the part of the Land Owners to remove such defect, the Developer shall be entitled to have such defect rectified or removed at the cost and expense of the Developer and such cost incurred by the



Developer shall be adjusted from the Land Owners Share as defined hereinafter. If any loss/cost/damage or liability is incurred by the Developer due to any defect in the title of the Land Owners in respect of the Project Land, the Land Owners shall keep the Developer, indemnified against all such losses.

ARTICLE 3

CONSTRUCTION AND DEVELOPMENT OF PROJECT

3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:

- (i) The Land Owners shall provide the vacant physical possession of the Project Land free from all encroachments and encumbrances once the Developer gets letter of intent in respect of the Project Land from DTCP. However, the land Owners will fence the land under consideration by tin sheets after survey at the cost of the developer.
- (ii) The Developer shall obtain the Sanctions, Approvals for construction and development of the Project including but not limited to letter of intent and the License from the DTCP at its own costs and expenses which shall not be shared by the land Owners.
- (iii) Upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction solely at its own costs and expenses.
- (iv) The Land Owners and the Developer shall share the Distributable Revenue received/realized, to be received/realized from the saleable area of the Project in the manner as provided hereinafter in this Agreement.

3.2 Simultaneously with the execution of this Agreement, the Land Owners shall execute the GPA in favour of the Developer and its Representatives which shall be substantially in the form set forth in **Annexure A** hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds necessary on his behalf for the development of the Project, deal with the Project Land in accordance with this Agreement and to give effect to this Agreement.

3.3 It is also agreed that the developer shall sign, execute and deliver all papers, documents, , letters, affidavits, no-objection certificates, Flat buyer agreement, authorizations, undertakings and take such other actions as may be required for purposes of development, marketing of the Project in accordance with the Policy. However, the possession letter, sale deed, documents acknowledging the transfer of the developed units in the Project Land in favour of the Prospective buyer shall be signed and executed by the Developer.




- 3.4 Land Owners consents to the developer if the need arises for sub-contracting or transfer, the developer has rights to do the same without any permission from the land Owners.
- 3.5 The Land Owners shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owners in his capacity as Owners of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the development of the Project.
- 3.6 It is also agreed that the developer after receiving the license, shall have all rights to raise funds from financial institutions, banks etc for performance of the present agreement. The land Owners has given consent to that effect and land Owners shall have no objection if developer raises funds from third party or financial institutions/banks.
- 3.7 Subject to the Policy, the Developer shall be free to develop the Project in such manner as it may deem fit. The Land Owners shall not prevent and/or cause any hindrance or obstruction in the designing, planning, development, marketing of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

ARTICLE 4

SHARING OF DEVELOPED RESIDENTIAL SALEABLE AREA

- 4.1 In consideration of the contribution of the Project Land by the Land Owners for execution of the Project the revenue shall be shared between the Parties in the ratio mentioned herein below



Land Owners Share	54%
Developer's Share	46%

The Developer shall develop the project land within the validity of the Licence or any extension letter issued by DTCP, Haryana.

- 4.2 It is clarified that Govt. fees and charges, development cost and all charges towards EDC/ IDC etc shall be borne by the Developer.

ARTICLE 5

SECURITY

- 5.1 An amount of Rs. has been paid by the Developer to the Owners as security amount towards entering into this Agreement detailed as below:



- (i) **Rs** has been paid by the Developer to by way of
Cheque No Dated For Rs.
drawn on Bank at the time of signing of this
Agreement.
- (ii) **Rs** has been paid by the Developer to by way of
Cheque No Dated For Rs.
drawn on Bank at the time of signing of this
Agreement.
- (iii) **Rs** has been paid by the Developer to by way of
Cheque No Dated For Rs.
drawn on Bank at the time of signing of this
Agreement.

5.2 The Security amount shall be adjusted against the share of the Owners or against the Sale Proceeds in case of Registration of the Sale Deed in favour of the Developer at the instance of the Developer.

5.3 The Owners shall not be entitled to refunds, if any, of any amounts deposited by the Developer with various authorities in the name of the Owners for seeking approvals etc. If refunds are received in the names of the Owners, those shall be reimbursed by the Owners to the Developer within 7 days of receipt of money from such authorities. This shall however be subject to the Developer abiding with the terms of this Agreement.

ARTICLE 6

OBLIGATIONS OF THE DEVELOPER

6.1.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to sanction for layout plans, letter of intent, the License, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, required to develop the Project on the Project Land at its own costs and expenses and to develop the Project in accordance with the Approvals, Policy, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.

6.1.2 The Developer/ Second party shall follow all term and condition of the license and also follow the all provisions & rules of The Haryana Development and Regulation of Urban Areas Acts 1975 & and The Haryana Development and Regulation of Urban Areas Rules 1976 and obtain the completion certificate.

6.1.3 The Developer on its own responsibility and liability shall engage contractors, architects, engineers, consultants and workmen for execution of the Project at its own cost, expense, liability.

6.1.4 That the developer can mortgage and obtain loan on the basis of the present agreement subject to the payment of the loan amount upon the developer.



[Handwritten signatures of five individuals]

- 6.1.5 The Developer shall run, operate and maintain the Project either itself or through third party agencies. However, the primary liability to develop the Project shall remain that of the Developer and the same cannot be wholly delegated by the Developer so as to absolve itself from liability of developing the Project.
- 6.1.6 The Developer shall ensure safety, security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 6.1.7 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Project as per terms of this agreement and Policy shall ensure that all relevant statutes, laws, bye-laws are complied with and the Land Owners shall not be liable for any cost, damage, compensation, etc., arising from violation of any law, statute etc or from any act of the Developer or contractors, architects, engineers, consultants and workmen., etc.

ARTICLE 7

OBLIGATIONS OF THE LAND OWNERS

- 7.1 The Land Owners shall execute the Irrevocable GPA and get the same registered substantially in the form as per **Annexure A**.
- 7.2 The Land Owners shall not disturb, prevent or interrupt the construction and development activities to be carried out by the Developer for the development of the Project in accordance with terms of this agreement, Policy and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 7.3 The Land Owners shall not create any third party interest over the land after execution of the present agreement and irrevocable general power of attorney.
- 7.4 The Land Owners undertake and assure that the Land Owners and/ or any other person(s) claiming under them shall not, in any way, transfer, Encumber, mortgage or part with its/ their rights, title of interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project.
- 7.5 The Land Owners shall keep title and Ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto till delivery of physical possession.
- 7.6 All expenses, costs and taxes with respect to the Project Land up to the date of issue of this Agreement shall be solely paid and borne by the Land Owners.
- 7.7 It is agreed by the land Owners that at the request of the Developer, rectification and amendment of the present agreement with respect to induction of associates, nominees and any person lawfully claiming through developer shall be abided by the land Owners



[Handwritten signatures]

and land Owners shall allow of the change of developer upon the request of the developer.

- 7.8 That it's also agreed between the Parties that in case any proposal by Second Party/Developer for purchase of land settlement done between the parties with transfer of license the above interest free security shall be adjusted in Land Owners consideration, all the expenses shall be borne by Second Party Only.
- 7.9 The Land Owners shall, at the request of the Developer, execute Sale Deed in respect of the said Land upon receipt of the Total Consideration as agreed between the parties. Having received the entire consideration / Owners entitlement under this Agreement, the Owners shall not be party to or have any access / right in the Development of the Project.

ARTICLE 8

COMPLETION

- 8.1 Subject to Force Majeure conditions and due performance of his obligations by the Land Owners, the Developer shall proceed to start the development work after grant of sanction of layout plan, building plan, environmental clearance etc. and shall complete the development of the Project as approved by Haryana Gov. in approved project, subject to compliance of policy framed by DTCP in this regard.

ARTICLE 9

RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

- 9.1 The Parties hereby confirm that:

- (i) It is also agreed that the developer shall sign, execute and deliver all papers, documents, letters, affidavits, no-objection certificates, Builder buyer agreement, authorizations, undertakings and take such other actions as may be required for purposes of development, marketing of the Project in accordance with the Policy. However, the possession letter, sale deed, documents acknowledging the transfer of the Units in the Project Land in favour of the Prospective buyer shall be signed and executed by the Developer.

ARTICLE 10

FUNDING

- 10.1 The Developer shall be entitled to avail loan for development of the Project including payment of EDC/IDC and provision of necessary bank guarantees from banks/financial institutions against mortgage of or by creation of charge over its share from the Project as security for the said loan and/ or Home Loan by the banks/financial institutions to the



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prospective buyer of the Project. The Land Owners shall provide the title deeds of the Project Land and necessary documents in this regard.

- 10.2 The cost of funding/ loan as above shall be borne and paid by the Developer alone and repayment of such loan of the lender shall be the sole responsibility and liability of the Developer and land Owners shall not in any way be responsible for the same.

ARTICLE 11

REPRESENTATIONS AND WARRANTIES

11.1 The Land Owners, hereby, represents and warrants as follows:

- (i) The Land Owners is the lawful Owners and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.
- (ii) The Project Land is clear from all defects in title/ Ownership. The title is clear, marketable and capable of being developed in to a Project.
- (iii) The Land Owners has clear and marketable title over the Project Land and the Project Land is free from all Encumbrances.
- (iv) The Land Owners hereby represents to the Developer that all taxes, cess, duties, levies, interest, penalty, fine or arrears as may be applicable on the Project Land on the Effective Date and as demanded have been paid and cleared. Any demand/dues, if any, in this regard for the period up to the Effective Date shall be borne and paid by the Land Owners.



- (v) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending. There are no restrictions or ceilings applicable on the land holdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.
- (vi) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owners are not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice or any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government hority or regulatory body, in relation to the Project Land.
- (vii) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owners at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material

impairment of ability of the Land Owners to perform their respective obligations under this Agreement.

- (viii) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- (ix) The Land Owners shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof) till the developer performs its obligations as per terms of this agreement.
- (x) That in the event of refusal by the concerned statutory authorities to grant the licence or change the name of the Developer or refusal for transfer of license for the reason of any defect or shortcoming in the Project Land/licence of the First Party, the First Party shall be bound to refund all amounts received by them to the Second Party within a period of 30 days from the date of refusal referred to above.
- (xi) That notwithstanding apportionment of revenue accruing from the proposed Project in the manner stated above, the Second Party alone shall be responsible for complying with all formalities/obligations pertaining to the project in accordance with provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.
- (xii) It is agreed and understood between both the parties to this agreement that in case the Project to be developed be residential under Affordable Housing Policy, the commercial component of 8% available in the project as per Policy [or as amended from time to time] shall be used for the purpose of maintenance of the Affordable Housing Project for a period of five years from the date of grant of occupation certificate. In case the income derived from the aforesaid commercial component is not adequate to meet the maintenance expenses, in that event the deficit amount shall be contributed by the Second Party in case of Affordable Housing Project.
- (xiii) That it is further agreed and understood between the parties that all sale proceeds/realizations/interest/penalties from the project shall be deposited in a separate bank account which shall be opened and operated by the Second Party. The Second Party shall be entitled to deposit and withdraw amounts from the said bank account.
- (xiv) That in case floor area ratio is increased under the rules and regulations of Haryana State, all costs required to be incurred for sanction of the increased floor



[Handwritten signatures of the parties]

area shall be borne by the Second Party. The sale consideration/amounts realized from sale of additional area constructed against increased floor area ratio shall also belong exclusively to the Second Party. The First Party shall not be entitled to stake any claim in respect of the same.

- (xv) That the First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.
- (xvi) All the representations and warranties are valid notwithstanding any information or document furnished to the Developer.

11.2 The Developer hereby represents and warrants as follows:

- (i) The Developer shall arrange the requisite resources to obtain sanctions, clearances, etc, to develop the Project as per the terms and conditions agreed in this Agreement.
- (ii) The Developer shall develop, market the Project in the manner and in accordance with the terms and conditions of this Agreement.
- (iii) That the Second Party 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 lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Second Party and no liability on this account shall fall on the First Party.



11.3 The Land Owners and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.
- (ii) Each Party (wherever applicable) is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.

- (iv) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (v) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vi) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.
- (vii) That the parties shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds/ income/revenue from the project are concerned.
- (viii) That on execution of this agreement, the Second Party shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the First Party to the Second Party under this clause, does not empower the Second Party to carry out any construction work on the said land until layout plans have been sanctioned and environmental clearance has been granted by the competent authority(s) as contemplated herein.
- (ix) That the common areas of the complex / scheme to be constructed/developed on the Project Land shall be maintained by professional maintenance company appointed at the absolute discretion by the Second Party for a period of 5 years from the date of grant of occupation certificate.
- (x) That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.

ARTICLE 12



SALES AND MARKETING

- 12.1 The Parties hereby agree that the developer shall be entitled to undertake marketing of its own share as per this agreement in the Project according to the norms laid down in Policy. The name and branding of the Project shall be decided and finalized by the Developer at its sole discretion.
- 12.2 After due approval of the Project by Government Authorities/ statutory authorities, the Developer shall be entitled to make advance bookings in the project as per the agreement and to enter into agreements for sale with any prospective buyer(s) for the developed area of the project.

ARTICLE 13

INDEMNIFICATION

- 13.1 Each Party ("**Defaulting Party**") hereby agrees to indemnify and hold harmless the other Party, ("**Non-Defaulting Party**") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

13.2 DEVELOPER'S INDEMNITY

- 1) The Developer shall observe and comply with all applicable laws including but not limited to RERA, rules, regulations, terms and conditions of License, the layout plans and other statutory provisions including statutory payments as demanded in LOI/License of the Project. The Developer shall keep the Owner indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions of License or on account of failure to fulfill its obligations pertaining to the Project.
- 2) All claims whatsoever made by any party concerned with development of the Project including but not limited to by contractors, sub-contractors, suppliers of materials, labourers / workmen, allottees etc., except those attributable solely to title of Said Land, shall be borne and paid by the Developer. The Developer shall keep the Owners fully indemnified against all such claims and demands whatsoever.



[Handwritten signatures and initials]

- 3) The Developer undertakes and confirms that it shall handover the peaceful physical possession to the Owners of the developed Land / Project falling to the share of Owners, as soon as the rules allow so.
- 4) Development of the Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless Owners and their representatives from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Owners due to any non-compliance of relevant statutes, laws, bye-laws including labour laws by the Developer in the course of development of the Project. Further, the Developer alone shall be 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 lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Owners.
- 5) The Developer, in its capacity as a developer in terms of this Agreement, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Owners harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.
- 6) The Developer shall keep the Owners indemnified against any claims, losses, damages as may be caused to them on account of Developers breach of all / any of the terms of this Agreement or representations and warranties contained in this Agreement.

13.3 OWNER'S INDEMNITY

- 1) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer and/or its buyers solely on account of any defect in Owner's title or physical possession on ground to the Said Land or the existence of any encumbrances thereon or encroachment or any dispute regarding demarcation of the said land.
- 2) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer on account of Owner's breach of all/any of the representations and warranties contained in this Agreement.



- 3) The Parties to this Collaboration Agreement mutually agree that, any litigation on account of the title or possession (by any 3rd party) with regard to the Said Land shall be borne entirely by the Owners including all costs and expenses.

ARTICLE 14

FORCE MAJEURE

- 14.1.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "**Affected Party**") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. '**Force Majeure**' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force Majeure. The Affected Party shall immediately notify the other Party in writing of the happening of any such event of Force Majeure. The Loss occurred due to any pandemic or epidemic shall be borne by landOwners as the same would be beyond the control of developer. For the purpose which the agreement is executed due to any reason land is inaccessible for period more than week then the developer shall not be liable for any payment/compensation/share etc. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist. The time lines provided herein in this Agreement shall be extended by the period of Force Majeure.

ARTICLE 15

DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 16.1 Amicable Settlement: In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 16.2 Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination thereof ("Dispute"), including claims seeking redress or asserting rights under applicable law, shall be amicably settled through mutual consultation and escalation. If Parties are unable to settle the Dispute amicably as aforesaid within a period of 15 (fifteen) calendar days, then either Party may refer the



[Handwritten signatures]

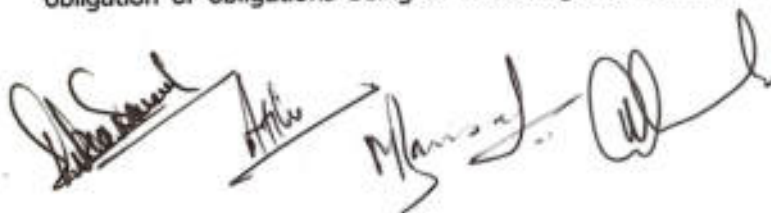
matter to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- 16.3 The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be At Gurugram.
- 16.4 This Agreement shall be governed by and construed in accordance with the laws of India and, subject to the Clause 16.2, both Parties hereby unconditionally submit to the exclusive jurisdiction of the courts at Gurugram, Haryana.
- 16.5 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts at Gurugram, Haryana only.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- 17.1 **No Partnership:** The Parties have entered into this Agreement on principal-to-principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein also this agreement shall not be terminated by either party.
- 17.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 17.3 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 17.4 **Stamp Duty & Registration:** The Parties shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners.
- 17.5 **Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered post, courier. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as mentioned above.
- 17.6 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not



affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

- 17.7 **Assignment:** Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without prior consent in writing of other Parties.
- 17.8 **Termination:** That since considerable expenditure, efforts and expertise is involved in obtaining the Licenses for the Project, it is the condition of this Agreement that this agreement **shall be Irrevocable** and the Owners or their nominee or legal heirs will not cancel / terminate or back out from this Agreement. However, in case the Owners, their nominee or legal heirs cancel or back out from this Agreement, in that event the Developer besides other rights will be entitled to get the said Agreement enforced through process of law at the cost and risk of Owners and during pendency of the said proceedings, the Owners shall not enter into any Agreement with respect to the Said Land with any third party. Save and except as permitted under this Agreement, it shall not be terminated by either of the Party.
- 17.9 **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 17.10 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- 17.11 **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by



The Land Owners



Signed and delivered by

For



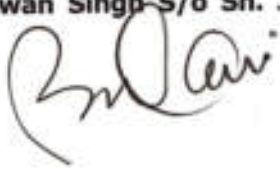
Authorized Signatory

Name Harsit Bansal (A.S)

Witnessed by

1. Jashdev Nam Landee of Sh. Chetan Singh & Sh. Singh
9466 476667
सावित्री लाल सावरकर

2. Sh. Balwan Singh S/o Sh. Jai Bhagwan R/o 643 apni colony Alipur Garhi delhi-110036




ANIL PANAURI
Advocate
Enroll. No. 19/05/23
Ch. No. 817A, Lawyer's Complex
Dist. Courts, Karnal-132001 (H.P.) M: 90980-67286

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 01/06/2023

Certificate No

MOA2023F255

GRN No.

103384680



Stamp Duty Paid : ₹ 325000
(Rs. Only)

Penalty :

₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name. Amit bansal

H.No/Floor Na

Sector/Ward . Na

LandMark : Na

City/Village Karnal

District : Karnal

State : Haryana

Phone: 98*****06

Others : Etc



01/06/2023
2157

Buyer / Second Party Detail

Name : Kcg resorts Pvt ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Karnal

District : Karnal

State : Haryana

Phone : 98*****06

Propose Collabration Agreement

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 17/05/2023

Certificate No. MDQ2023E292
GRN No. 102737700



Stamp Duty Paid : ₹ 972000
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Vikas Bansal
H.No/Floor: 839
City/Village: Karnal
Phone: 99*****55

Sector/Ward: 13
District: Karnal
Others: Etc

LandMark: Ue
State: Haryana



Buyer / Second Party Detail

Name: Ms Kcg Resorts pvt ltd
H.No/Floor: 839
City/Village: Karnal
Phone: 99*****55

Sector/Ward: 13
District: Karnal

LandMark: Ue
State: Haryana

Purpose: Registration of Agreement

2157
1 01/06/23

COLLABORATION AGREEMENT

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

THIS **COLLABORATION AGREEMENT** ("Agreement") is made at Karnal, Haryana on this
_____ Day of _____ 2023

BY AND BETWEEN

1) Vikas Bansal (Aadhar no 7173 1245 6508 Pan no. AHVPB1398L) S/o Sh. Kailash Chand Gupta S/o Sh. Omparkash R/o 839 Sec. 13 U.E Karnal and 2) Amit Bansal (Aadhar no 9398 2223 7036 pan no AHVPB1399M S/O Sh. Kailash Chand Gupta S/o Sh. Omparkash R/o 855 Sec. 13 U.E Karnal, Mridul Bansal (Aadhar no 8904 7882 4213, Pan no. CQPPB3272G) S/O Sh. Amit Bansal R/o 855 Sec. 13 U.E Karnal AND Kushagra Bansal (Aadhar No. 9534 5629 7988, Pan No. FFLPB1772K) S/o Sh. Vikas Bansal S/o Sh. Kailash Chand Gupta R/o 839 Sec. 13 U.E Karnal having Equal Share of hereinafter called the "**LAND OWNERS**" (which expression shall unless repugnant or opposed to the context thereof, mean and include his heirs, transferees, successors, representative and assigns) of the **FIRST PART**.

AND

M/S K C G RESORTS PVT. LTD [CIN U55101HR2009PTCO39831] (Pan No. AAECK2303D) a private limited company incorporated under the provisions of the Companies Act, 2013, having its Registered office at **839 Sector 13 U.E. Karnal**, through its Authorized Signatory Mr. Harshit Bansal, duly authorized vide Board Resolution dated _____ (hereinafter referred to as the (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in interest and assigns) of the **SECOND PART**.

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील करनाल

गांव/शहर गोंगर

धन संबंधी विवरण

राशि 64750000 रुपये

स्टाम्प ड्यूटी की राशि 1295000 रुपये

स्टाम्प नं : M0Q2023E292

स्टाम्प की राशि 972000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:103379207

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प: m0a2023f255

डेफिशियेंसी Grnno: 103384680

डेफिशियेंसी शुल्क: 325000

Service Charge:0

Drafted By: Anil Panauri adv

यह प्रलेख आज दिनांक 01-06-2023 दिन गुरुवार समय 5:18:00 PM बजे श्री/श्रीमती /कुमारी
Vikas Bansal पुत्र Kailash Chand Gupta Amit Bansal पुत्र Kailash Chand Gupta Mridul Bansal पुत्र Amit Bansal Kushagra
Bansal पुत्र Vikas Bansal निवास Karnal द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Vikas Bansal Amit Bansal Mridul Bansal Kushagra Bansal

उप/संयुक्त पंजीयन अधिकारी (करनाल)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms KCG RESORTS PVT LTD मार्फत HARSHIT BANSAL हाजिर है। प्रतुत
प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी सुमेरचन्द नम्बरदार पिता रति राम निवासी
दहा व श्री/श्रीमती /कुमारी बलवान सिंह पिता जय भगवान
निवासी दिल्ली 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 (करनाल)

Note:- Loan is going on this land from HDFC Bank Karnal.

The Land Owners and the Developer may hereinafter individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- A. The Land Owners are inter-alia the absolute and lawful Owners and is in peaceful physical possession of land measuring 98 Kanal 0 Marla
- B. Detail as under filing in Khewat No.102, Khatauni No 140, Killa No... 25//17/2(3-7)] 18(6-13), 19/1(1-17), 23/1(2-4), 23/2(5-16), 31//3(8-0), 8(8-0), 13/1/1(1-7), 13/1/2(5-7), 13/2(1-7), 18(7-11), 23(1-1), [52 Kanal 10 Marla owner is Amit Bansal & vikas Bansal in equal Share) and Khewat No 103, Khatauni No. 141, killa no 25//19/2 (4-10), 21 (8-0), 22 (7-12), 31//1/1 (7-0), 1/2 (0-10), 2/1 (1-11), 2/2 (5-19), 9 (8-0), 10 (8-0), 26 (1-0), Kitta-10, rakba 52 kanal 2 marle ka 201/521 bhag bakadar 20 kanal 2 marle (owner is Vikas Bansal 121/521 Share & Amit Bansal 80/521 Share) and Khewat No. 104 min, khatauni no 142 min, killa no 31//19 (3-5), 32//6 (8-0), kitta-2, Rakba 11 kanal 5 marle (owners Amit Bansal and Vikas Bansal is equal Share) and Khewat No- 104 min, khatauni No. 142 min killa no 31//11/1(2-14), 12/2(7-7), 32//15/1/1(4-2), kitta -3, Rakba 14 kanal 3 marla (owner Kushagra bansal and mirdul Bansal in equal share) (total rakba 98 Kanal 0 Marla) **to the above share each** in the total area to **98 Kanal 0 Marla or 12-25 Acres**, situated in the revenue estate of **Village Gangar, Tehsil and District Karnal, Haryana** vide Jamabandi for the Year 2019-20 and mutation no 999, 1010, 1022 1023, 1025, 1026 more specifically detailed in **Schedule A**. The land referred to above is subject matter of this Agreement and has hereinafter been referred to as "**Project Land**" as per Sazra plan annexed as **Annexure -B**;
- C. It is represented by the Owners that the Said Land or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any authority, governmental or otherwise, with respect to the Scheduled Land.
- D. The Developer is engaged in development of real estate including several Project in various Sectors in District Gurugram, Haryana. First Party is keen to enter into a Collaboration Agreement with Second Party for development of the said Land into a Residential [including but not limited to Group Housing, under Affordable Housing Policy, Under Deen Dayal Jan Awas Yojna, NILP] / Commercial / IT zone as per the master plan of the Haryana Govt on collaboration basis or in any type of project as suits to the Developer. The Second Party is also desirous of conceptualizing, promoting, constructing and developing the Project as approved by Government over the Said Land. The Parties hereto, for their mutual benefits, have agreed to collaborate with each other for development and construction of the Project upon the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:





पेशकर्ता



दावेदार



गवाह



[Signature]

[Signature]

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- Vikas Bansal Amit Bansal Mridul Bansal Kushagra Bansal

दावेदार :- Ms KCG RESORTS PVT LTD मार्फत HARSHIT BANSAL

गवाह 1 :- सुमेरचन्द नम्बरदार

गवाह 2 :- बलवान सिंह

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2157 आज दिनांक 01-06-2023 को बही नं 1 जिल्द नं 21 के पृष्ठ नं 66.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 581 के पृष्ठ संख्या 51 से 54 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 01-06-2023

उप/संयुक्त पंजीयन अधिकारी(करनाल)

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"Agreement" means this Collaboration Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, letter of intent, the License, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

"EDC" shall mean the external development charges in respect of development of the Project;

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial Ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-Ownership, disposal of beneficial interest or any other interest held by a third party.

"Project Land" has the meaning given to it in Recital A specifically shown in site plan herein above.

"Representatives" means the agents, servants, associates, nominees and any person lawfully claiming through or under any Party hereto.

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



- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (v) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vi) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
- (vii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (viii) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting.

ARTICLE 2

PROJECT AND PROJECT LAND

- 2.1 The Developer shall develop the Project on the Project Land defined in Recital A in accordance with the Approvals including sanctioned layout/building plans and compliance of Policy and Applicable Laws. The cost and expenses of taking letter of intent, change of land use, license, sanctions, clearances, layout plans/building plans, etc., and cost of developments including but not limited to raw material, labour charges, fees, commission, salary, wages of architects, laborers, engineers in respect of the Project shall not be shared by the Land Owners and shall be borne solely by the Developer.
- 2.2 The Parties agree that all documents, material and statements provided by the Land Owners at the time of execution of this Agreement have been considered as a material representation made by the Land Owners to the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project



Land. In case of any defect in the title/Ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land or part thereof made prior to the effective date impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owners shall rectify and remove such defects at their own cost. In the event of failure on the part of the Land Owners to remove such defect, the Developer shall be entitled to have such defect rectified or removed at the cost and expense of the Developer and such cost incurred by the Developer shall be adjusted from the Land Owners Share as defined hereinafter. If any loss/cost/damage or liability is incurred by the Developer due to any defect in the title of the Land Owners in respect of the Project Land, the Land Owners shall keep the Developer, indemnified against all such losses.

ARTICLE 3

CONSTRUCTION AND DEVELOPMENT OF PROJECT

3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:

- (i) The Land Owners shall provide the vacant physical possession of the Project Land free from all encroachments and encumbrances once the Developer gets letter of intent in respect of the Project Land from DTCP. However, the land Owners will fence the land under consideration by tin sheets after survey at the cost of the developer.
- (ii) The Developer shall obtain the Sanctions, Approvals for construction and development of the Project including but not limited to letter of intent and the License from the DTCP at its own costs and expenses which shall not be shared by the land Owners.
- (iii) Upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction solely at its own costs and expenses.
- (iv) The Land Owners and the Developer shall share the Distributable Revenue received/realized, to be received/realized from the saleable area of the Project in the manner as provided hereinafter in this Agreement.

3.2 Simultaneously with the execution of this Agreement, the Land Owners shall execute the GPA in favour of the Developer and its Representatives which shall be substantially in the form set forth in **Annexure A** hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds necessary on his behalf for the development of the Project, deal with the Project Land in accordance with this Agreement and to give effect to this Agreement.

3.3 It is also agreed that the developer shall sign, execute and deliver all papers, documents, , letters, affidavits, no-objection certificates, Flat buyer agreement, authorizations,

undertakings and take such other actions as may be required for purposes of development, marketing of the Project in accordance with the Policy. However, the possession letter, sale deed, documents acknowledging the transfer of the developed units in the Project Land in favour of the Prospective buyer shall be signed and executed by the Developer.

- 3.4 Land Owners consents to the developer if the need arises for sub-contracting or transfer, the developer has rights to do the same without any permission from the land Owners.
- 3.5 The Land Owners shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owners in his capacity as Owners of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the development of the Project.
- 3.6 It is also agreed that the developer after receiving the license, shall have all rights to raise funds from financial institutions, banks etc for performance of the present agreement. The land Owners has given consent to that effect and land Owners shall have no objection if developer raises funds from third party or financial institutions/banks.
- 3.7 Subject to the Policy, the Developer shall be free to develop the Project in such manner as it may deem fit. The Land Owners shall not prevent and/or cause any hindrance or obstruction in the designing, planning, development, marketing of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

ARTICLE 4

SHARING OF DEVELOPED RESIDENTIAL SALEABLE AREA

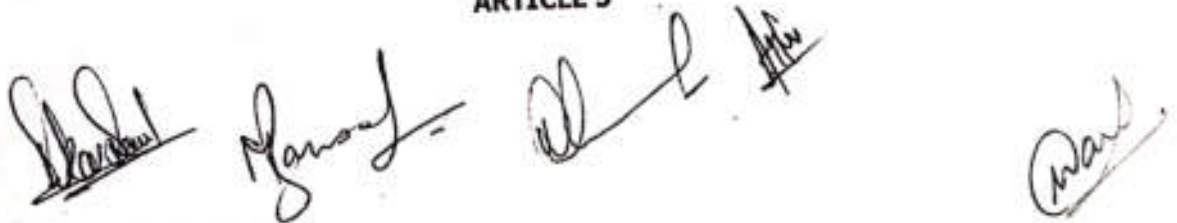
- 4.1 In consideration of the contribution of the Project Land by the Land Owners for execution of the Project the revenue shall be shared between the Parties in the ratio mentioned herein below

Land Owners Share	8%
Developer's Share	92%

The Developer shall develop the project land within the validity of the Licence or any extension letter issued by DTCP, Haryana.

- 4.2 It is clarified that Govt. fees and charges, development cost and all charges towards EDC/ IDC etc shall be borne by the Developer.

ARTICLE 5



SECURITY

5.1 An amount of Rs. has been paid by the Developer to the Owners as security amount towards entering into this Agreement detailed as below:

- (i) Rs. has been paid by the Developer to by way of
Cheque No. Dated For Rs.
drawn on Bank at the time of signing of this
Agreement.
- (ii) Rs. has been paid by the Developer to by way of
Cheque No. Dated For Rs.
drawn on Bank at the time of signing of this
Agreement.
- (iii) Rs. has been paid by the Developer to by way of
Cheque No. Dated For Rs.
drawn on Bank at the time of signing of this
Agreement.

5.2 The Security amount shall be adjusted against the share of the Owners or against the Sale Proceeds in case of Registration of the Sale Deed in favour of the Developer at the instance of the Developer.

5.3 The Owners shall not be entitled to refunds, if any, of any amounts deposited by the Developer with various authorities in the name of the Owners for seeking approvals etc. If refunds are received in the names of the Owners, those shall be reimbursed by the Owners to the Developer within 7 days of receipt of money from such authorities. This shall however be subject to the Developer abiding with the terms of this Agreement.

ARTICLE 6

OBLIGATIONS OF THE DEVELOPER

6.1.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to sanction for layout plans, letter of intent, the License, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, required to develop the Project on the Project Land at its own costs and expenses and to develop the Project in accordance with the Approvals, Policy, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.

6.1.2 The Developer/ Second party shall follow all term and condition of the license and also follow the all provisions & rules of The Haryana Development and Regulation of Urban Areas Acts 1975 & and The Haryana Development and Regulation of Urban Areas Rules 1976 and obtain the completion certificate.



- 6.1.3 The Developer on its own responsibility and liability shall engage contractors, architects, engineers, consultants and workmen for execution of the Project at its own cost, expense, liability.
- 6.1.4 That the developer can mortgage and obtain loan on the basis of the present agreement subject to the payment of the loan amount upon the developer.
- 6.1.5 The Developer shall run, operate and maintain the Project either itself or through third party agencies. However, the primary liability to develop the Project shall remain that of the Developer and the same cannot be wholly delegated by the Developer so as to absolve itself from liability of developing the Project.
- 6.1.6 The Developer shall ensure safety, security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 6.1.7 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Project as per terms of this agreement and Policy shall ensure that all relevant statutes, laws, bye-laws are complied with and the Land Owners shall not be liable for any cost, damage, compensation, etc., arising from violation of any law, statute etc or from any act of the Developer or contractors, architects, engineers, consultants and workmen., etc.

ARTICLE 7

OBLIGATIONS OF THE LAND OWNERS

- 7.1 The Land Owners shall execute the irrevocable GPA and get the same registered substantially in the form as per **Annexure A**.
- 7.2 The Land Owners shall not disturb, prevent or interrupt the construction and development activities to be carried out by the Developer for the development of the Project in accordance with terms of this agreement, Policy and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 7.3 The Land Owners shall not create any third party interest over the land after execution of the present agreement and irrevocable general power of attorney.
- 7.4 The Land Owners undertake and assure that the Land Owners and/ or any other person(s) claiming under them shall not, in any way, transfer, Encumber, mortgage or part with its/ their rights, title of interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project.
- 7.5 The Land Owners shall keep title and Ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto till delivery of physical possession.



- 7.6 All expenses, costs and taxes with respect to the Project Land up to the date of issue of this Agreement shall be solely paid and borne by the Land Owners.
- 7.7 It is agreed by the land Owners that at the request of the Developer, rectification and amendment of the present agreement with respect to induction of associates, nominees and any person lawfully claiming through developer shall be abided by the land Owners and land Owners shall allow of the change of developer upon the request of the developer.
- 7.8 That it's also agreed between the Parties that in case any proposal by Second Party/Developer for purchase of land settlement done between the parties with transfer of license the above interest free security shall be adjusted in Land Owners consideration, all the expenses shall be borne by Second Party Only.
- 7.9 The Land Owners shall, at the request of the Developer, execute Sale Deed in respect of the said Land upon receipt of the Total Consideration as agreed between the parties. Having received the entire consideration / Owners entitlement under this Agreement, the Owners shall not be party to or have any access / right in the Development of the Project.

ARTICLE 8

COMPLETION

- 8.1 Subject to Force Majeure conditions and due performance of his obligations by the Land Owners, the Developer shall proceed to start the development work after grant of sanction of layout plan, building plan, environmental clearance etc. and shall complete the development of the Project as approved by Haryana Gov. in approved project, subject to compliance of policy framed by DTCP in this regard.

ARTICLE 9

RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

- 9.1 The Parties hereby confirm that:
- (i) It is also agreed that the developer shall sign, execute and deliver all papers, documents, letters, affidavits, no-objection certificates, Builder buyer agreement, authorizations, undertakings and take such other actions as may be required for purposes of development, marketing of the Project in accordance with the Policy. However, the possession letter, sale deed, documents acknowledging the transfer of the Units in the Project Land in favour of the Prospective buyer shall be signed and executed by the Developer.

ARTICLE 10



FUNDING

- 10.1 The Developer shall be entitled to avail loan for development of the Project including payment of EDC/IDC and provision of necessary bank guarantees from banks/financial institutions against mortgage of or by creation of charge over its share from the Project as security for the said loan and/ or Home Loan by the banks/financial institutions to the prospective buyer of the Project. The Land Owners shall provide the title deeds of the Project Land and necessary documents in this regard.
- 10.2 The cost of funding/ loan as above shall be borne and paid by the Developer alone and repayment of such loan of the lender shall be the sole responsibility and liability of the Developer and land Owners shall not in any way be responsible for the same.

ARTICLE 11

REPRESENTATIONS AND WARRANTIES

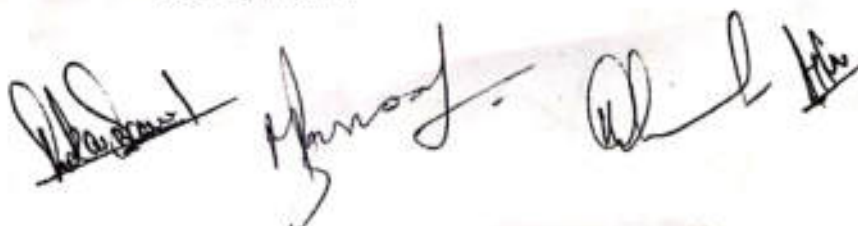
- 11.1 The Land Owners, hereby, represents and warrants as follows:

- (i) The Land Owners is the lawful Owners and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.
- (ii) The Project Land is clear from all defects in title/ Ownership. The title is clear, marketable and capable of being developed in to a Project.
- (iii) The Land Owners has clear and marketable title over the Project Land and the Project Land is free from all Encumbrances.
- (iv) The Land Owners hereby represents to the Developer that all taxes, cess, duties, levies, interest, penalty, fine or arrears as may be applicable on the Project Land on the Effective Date and as demanded have been paid and cleared. Any demand/dues, if any, in this regard for the period up to the Effective Date shall be borne and paid by the Land Owners.
- (v) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending. There are no restrictions or ceilings applicable on the land holdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.
- (vi) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owners are not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice or any order, decree,



decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government authority or regulatory body, in relation to the Project Land.

- (vii) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owners at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Land Owners to perform their respective obligations under this Agreement.
- (viii) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- (ix) The Land Owners shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof) till the developer performs its obligations as per terms of this agreement.
- (x) That in the event of refusal by the concerned statutory authorities to grant the licence or change the name of the Developer or refusal for transfer of license for the reason of any defect or shortcoming in the Project Land/licence of the First Party, the First Party shall be bound to refund all amounts received by them to the Second Party within a period of 30 days from the date of refusal referred to above.
- (xi) That notwithstanding apportionment of revenue accruing from the proposed Project in the manner stated above, the Second Party alone shall be responsible for complying with all formalities/obligations pertaining to the project in accordance with provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.
- (xii) It is agreed and understood between both the parties to this agreement that in case the Project to be developed be residential under Affordable Housing Policy, the commercial component of 8% available in the project as per Policy [or as amended from time to time] shall be used for the purpose of maintenance of the Affordable Housing Project for a period of five years from the date of grant of occupation certificate. In case the income derived from the aforesaid commercial component is not adequate to meet the maintenance expenses, in that event the deficit amount shall be contributed by the Second Party in case of Affordable Housing Project.



- (xiii) That it is further agreed and understood between the parties that all sale proceeds/realizations/interest/penalties from the project shall be deposited in a separate bank account which shall be opened and operated by the Second Party. The Second Party shall be entitled to deposit and withdraw amounts from the said bank account.
- (xiv) That in case floor area ratio is increased under the rules and regulations of Haryana State, all costs required to be incurred for sanction of the increased floor area shall be borne by the Second Party. The sale consideration/amounts realized from sale of additional area constructed against increased floor area ratio shall also belong exclusively to the Second Party. The First Party shall not be entitled to stake any claim in respect of the same.
- (xv) That the First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.
- (xvi) All the representations and warranties are valid notwithstanding any information or document furnished to the Developer.

11.2 The Developer hereby represents and warrants as follows:

- (i) The Developer shall arrange the requisite resources to obtain sanctions, clearances, etc, to develop the Project as per the terms and conditions agreed in this Agreement.
- (ii) The Developer shall develop, market the Project in the manner and in accordance with the terms and conditions of this Agreement.
- (iii) That the Second Party 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 lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Second Party and no liability on this account shall fall on the First Party.

11.3 The Land Owners and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.



- (ii) Each Party (wherever applicable) is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.
- (iv) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (v) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vi) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.
- (vii) That the parties shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds/ income/revenue from the project are concerned.
- (viii) That on execution of this agreement, the Second Party shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the First Party to the Second Party under this clause, does not empower the Second Party to carry out any construction work on the said land until layout plans have been sanctioned and environmental clearance has been granted by the competent authority(s) as contemplated herein.
- (ix) That the common areas of the complex / scheme to be constructed/developed on the Project Land shall be maintained by professional maintenance company



appointed at the absolute discretion by the Second Party for a period of 5 years from the date of grant of occupation certificate.

- (x) That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.

ARTICLE 12

SALES AND MARKETING

- 12.1 The Parties hereby agree that the developer shall be entitled to undertake marketing of its own share as per this agreement in the Project according to the norms laid down in Policy. The name and branding of the Project shall be decided and finalized by the Developer at its sole discretion.
- 12.2 After due approval of the Project by Government Authorities/ statutory authorities, the Developer shall be entitled to make advance bookings in the project as per the agreement and to enter into agreements for sale with any prospective buyer(s) for the developed area of the project.

ARTICLE 13

INDEMNIFICATION

- 13.1 Each Party ("**Defaulting Party**") hereby agrees to indemnify and hold harmless the other Party, ("**Non-Defaulting Party**") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
 - (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

13.2 DEVELOPER'S INDEMNITY

- 1) The Developer shall observe and comply with all applicable laws including but not limited to RERA, rules, regulations, terms and conditions of License, the layout plans and other statutory provisions including statutory payments as demanded in LOI/License of the



Project. The Developer shall keep the Owner indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions of License or on account of failure to fulfill its obligations pertaining to the Project.

- 2) All claims whatsoever made by any party concerned with development of the Project including but not limited to by contractors, sub-contractors, suppliers of materials, labourers / workmen, allottees etc., except those attributable solely to title of Said Land, shall be borne and paid by the Developer. The Developer shall keep the Owners fully indemnified against all such claims and demands whatsoever.
- 3) The Developer undertakes and confirms that it shall handover the peaceful physical possession to the Owners of the developed Land / Project falling to the share of Owners, as soon as the rules allow so.
- 4) Development of the Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless Owners and their representatives from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Owners due to any non-compliance of relevant statutes, laws, bye-laws including labour laws by the Developer in the course of development of the Project. Further, the Developer alone shall be 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 lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Owners.
- 5) The Developer, in its capacity as a developer in terms of this Agreement, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Owners harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.
- 6) The Developer shall keep the Owners indemnified against any claims, losses, damages as may be caused to them on account of Developers breach of all / any of the terms of this Agreement or representations and warranties contained in this Agreement.

13.3 OWNER'S INDEMNITY



- 1) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer and/or its buyers solely on account of any defect in Owner's title or physical possession on ground to the Said Land or the existence of any encumbrances thereon or encroachment or any dispute regarding demarcation of the said land.
- 2) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer on account of Owner's breach of all/any of the representations and warranties contained in this Agreement.
- 3) The Parties to this Collaboration Agreement mutually agree that, any litigation on account of the title or possession (by any 3rd party) with regard to the Said Land shall be borne entirely by the Owners including all costs and expenses.

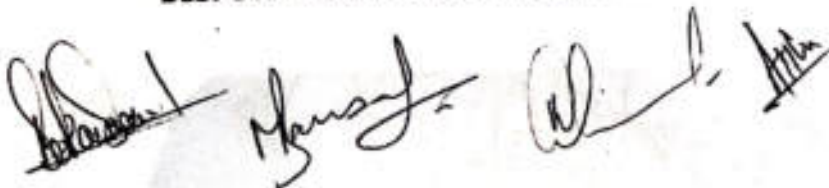
ARTICLE 14

FORCE MAJEURE

- 14.1.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. 'Force Majeure' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force Majeure. The Affected Party shall immediately notify the other Party in writing of the happening of any such event of Force Majeure. The Loss occurred due to any pandemic or epidemic shall be borne by landOwners as the same would be beyond the control of developer. For the purpose which the agreement is executed due to any reason land is inaccessible for period more than week then the developer shall not be liable for any payment/compensation/share etc. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist. The time lines provided herein in this Agreement shall be extended by the period of Force Majeure.

ARTICLE 15

DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION



- 16.1 **Amicable Settlement:** In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 16.2 Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination thereof ("Dispute"), including claims seeking redress or asserting rights under applicable law, shall be amicably settled through mutual consultation and escalation. If Parties are unable to settle the Dispute amicably as aforesaid within a period of 15 (fifteen) calendar days, then either Party may refer the matter to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 16.3 The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be At Gurugram.
- 16.4 This Agreement shall be governed by and construed in accordance with the laws of India and, subject to the Clause 16.2, both Parties hereby unconditionally submit to the exclusive jurisdiction of the courts at Gurugram, Haryana.
- 16.5 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts at Gurugram, Haryana only.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- 17.1 **No Partnership:** The Parties have entered into this Agreement on principal-to-principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein also this agreement shall not be terminated by either party.
- 17.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 17.3 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 17.4 **Stamp Duty & Registration:** The Parties shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners.



17.5 **Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered post, courier. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as mentioned above.

17.6 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

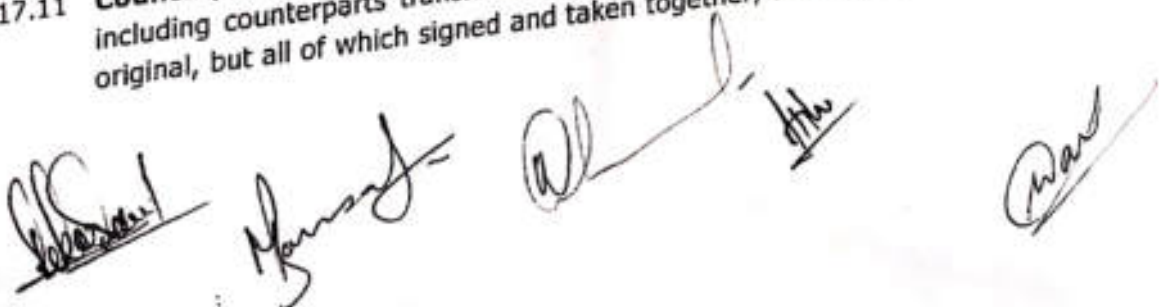
17.7 **Assignment:** Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without prior consent in writing of other Parties.

17.8 **Termination:** That since considerable expenditure, efforts and expertise is involved in obtaining the Licenses for the Project, it is the condition of this Agreement that this agreement **shall be Irrevocable** and the Owners or their nominee or legal heirs will not cancel / terminate or back out from this Agreement. However, in case the Owners, their nominee or legal heirs cancel or back out from this Agreement, in that event the Developer besides other rights will be entitled to get the said Agreement enforced through process of law at the cost and risk of Owners and during pendency of the said proceedings, the Owners shall not enter into any Agreement with respect to the Said Land with any third party. Save and except as permitted under this Agreement, it shall not be terminated by either of the Party.

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

17.10 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.


17.11 **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by

Signed and delivered by


The Land Owners

For


Authorized Signatory

Name Harsit Bansal (A.S)

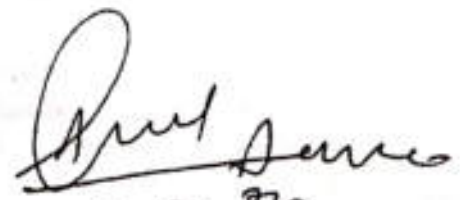
Witnessed by

1. Sumerchand Mandan Chaudhary Kany



2. Balwan Singh S/o Sh. Jai Bhagwan R/o 643 apni colony Alipur Garhi delhi-110036





C.F. 8M

