

Agreement Award



Indian-Non Judicial Stamp Haryana Government



Date : 12/03/2018

Certificate No. GOL2018C1888



SRN No. 34079929

Stamp Duty Paid : ₹ 277100
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Hemadri Real estates developers Pvt Ltd
 Fl.No/Floor: 206 Sector/Ward: 4637 LandMark: Hari sadan
 City/Village: Ansari road District: Darya gang State: New delhi
 Phone: 0000000000

Buyer / Second Party Detail

Name: Pyramid Infratech Pvt Ltd
 Fl.No/Floor: H38 Sector/Ward: 57 LandMark: M2k white house
 City/Village: Gurugram District: Gurugram State: Haryana
 Phone: 9811000240



Purpose: Collaboration Agreement

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

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Tehsil Manesar, District Gurugram on this 14th day of March 2018

BETWEEN

M/s Hemadri Real Estate Developers Privet Limited (PAN: AABCH6227L), having its office at Property no. 206-207, Hari Sadan, 4637/20, Ansari Road, Darya Ganj, New Delhi - 110002 through Mr. Naveen Chowdhary & Mr. B L Sharama duly authorized vide resolution dated 08.03.2018 passed by the Board of Directors hereinafter called the 'FIRST PARTY'/'LAND OWNER' (which expression shall unless repugnant to the context of this agreement mean and include its legal representatives, successors-in-interest, nominees, executors, administrators and assign etc.) the party of the FIRST PART.

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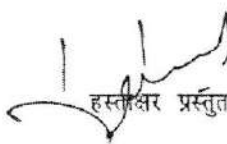
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<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील Manesar	गांव/शहर खेड़की दौला
<u>भवन का विवरण</u>	
<u>भूमि का विवरण</u>	
<u>धन संबंधी विवरण</u>	
राशि 13,636,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 277,100.00 रुपये
E-Stamp स्टाम्प न. GOL2018C1888	स्टाम्प की राशि 277,100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	DFC: JKGNNPIP
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Self

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 19/03/2018 दिन सोमवार समय 5:00:00PM बजे श्री/श्रीमती/कुमारी M/s Hemadri real estate Developers Private Limited thru Thru Naveen Chowdhary & BL Sharma 200-207, Haris Road 4057720 ansari road ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

 हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी

Manesar

श्री M/s Hemadri real estate Developers Privet Limited thru Thru Naveen Chowdhary & BL Sharma(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru Sandeep Kumar दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ashok Kumar Sharma adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी adv ggn व श्री/श्रीमती/कुमारी Narender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chander pal Singh निवासी dlfgateway tower cyber city ggn साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 19/03/2018

उप/संयुक्त पंजीयन अधिकारी

Manesar

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप / संयुक्त पंजीयन अधिकारी

Manesar

AND

M/s Pyramid Infratech Private Limited (PAN:AAECP8801B), a company incorporated under the Companies Act, 1956 having its office at H- 38, M2K White House, Ground Floor, Sector 57, Gurugram, Haryana through its Signatory Shri Dinesh Kumar who has been empowered to execute this agreement vide Board Resolution dated 10.03.2018 (hereinafter called the '**SECOND PARTY**'/ '**DEVELOPER**' which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the **SECOND PART**.

The **FIRST PARTY/LAND OWNER** and **SECOND PARTY/DEVELOPER** are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS **FIRST PARTY** is full fledged and lawful owner in possession of land bearing Khewat/Khata No 378/388, Rectangle No 43 Kila No 12/1 (6-8) field 1, area measuring 6 Kanals 8 Marlas Salam or say 0.80 acre (approx) situated in revenue estate of Kherki Daula, Tehsil Manesar & District Gurugram vide Jamabandi Year 2014-2015 and Sanctioned Mutation No 3782 dated 09.03.2018 (hereinafter referred to as '**Said Land**').

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the **FIRST PARTY** has a perfect and legal title to the Said Land and is fully entitled in law to deal with the same. The **SECOND PARTY** has conducted due diligence and satisfied itself with regard to legality of title held by the **FIRST PARTY** in respect of Said Land.

AND WHEREAS the **SECOND PARTY** has approached the **FIRST PARTY** highlighting its expertise in development of Residential Affordable Housing Project. The **SECOND PARTY** has indicated to the **FIRST PARTY** that it is desirous of developing the Said Land as a Residential Affordable Housing Project on collaboration basis at its expense. The **SECOND PARTY** has further conveyed to the **FIRST PARTY** that the revenue generated from the project shall be apportioned between the parties as mentioned hereunder. The **FIRST PARTY** has acceded to the request of the **SECOND PARTY** to utilize the said Land for Development of a Affordable Group Housing Colony and accordingly, the instant contract has been executed between the parties.

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

1. That the subject matter of this collaboration agreement between the parties is the Said Land admeasuring 6 Kanals 8 Marlas or say 0.80 acres (approx) situated in revenue estate of Kherki Daula, Tehsil Manesar & District Gurugram for utilizing the same for construction

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Reg. No.

Reg. Year

Book No.

4,472

2017-2018

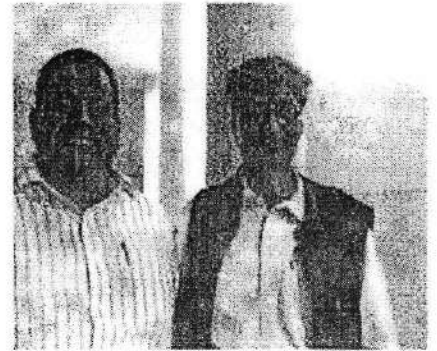
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पेशकर्ता







दावेदार



गवाह




उप / सयुक्त पंजीयन अधिकारी

पेशकर्ता	Thru Naveen Chowdhary &	 <i>Naveen Chowdhary</i>
दावेदार	Thru Sandeep Kumar	 <i>Sandeep</i>
गवाह	Ashok Kumar Sharma adv	 <i>Ashok</i>
गवाह	Narender Singh	 <i>Narender</i>

and development of the same as a Residential Affordable Housing Project by the SECOND PARTY.

2. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities for developing of a Residential Affordable Housing Project. The FIRST PARTY agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the SECOND PARTY the Said Land and to irrevocably vest in it all the authority of the FIRST PARTY as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.
3. That the Building Plans for the proposed Residential Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area. The said building plans for the said Residential Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid Land.
4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Affordable Housing Project and get them approved/sanctioned from the competent authority(s). The DEVELOPER shall be entitled to submit application to the Director, Town and Country Planning, Haryana (DTCP) for grant of license processed and to obtain the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Residential Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.
5. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER.
6. That the cost of construction of the said Residential Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, raising of construction, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be paid by the DEVELOPER.



Reg. No.	Reg. Year	Book No.
4,472	2017-2018	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,472 आज दिनांक 19/03/2018 को बही न: 1 जिल्द न: 242 के पृष्ठ न: 144 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 464 के पृष्ठ सख्या 34 से 36 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 19/03/2018

उप/संयुक्त पंजीयन अधिकारी
Manesar

7. That the FIRST PARTY shall deliver physical possession of the said land to the SECOND PARTY simultaneous to grant/issuance of license by the concerned statutory authority.
8. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to conceptualize, promote, construct, implement, market and sell upon the said land proposed Residential Affordable Housing Project in accordance with the terms of this agreement and to own as property belonging to the DEVELOPER, the said Residential Affordable Housing Project as also all the common areas and common facilities. The FIRST PARTY shall grant irrevocable registered Special power of attorney(s) to the DEVELOPER for obtaining permission for change of land use, procuring licence, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction. The Power of Attorney(s) shall also authorize the DEVELOPER to discharge its part of the obligations under this collaboration agreement and to let out/mortgage/sell the constructed/unconstructed and/or developed/undeveloped portions of the Project. The Power of Attorney(s) shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.
9. That it is further admitted by the FIRST PARTY that the attorney(s) referred to above shall be executed/registered in accordance with Section 202 of the Indian Contract Act, 1872.
10. That, the irrevocable registered Special power of attorney(s) given to the DEVELOPER for obtaining sanction of site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of areas forming part of the project shall not be cancelled by the FIRST PARTY. The Power of Attorney(s) shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.
11. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.
12. That acting on the representation of the FIRST PARTY the SECOND PARTY is proceeding to deposit a sum of Rs. 10,00,000/- (Rupees Ten Lakh only) per acre amounting to Rs. 8,00,000/- (Rupees Eight Lakh Only) towards refundable security deposit with the FIRST PARTY in the following manner:-
 - i) Rs. 8,00,000/- (Rupees Eight Lakh Only) vide cheque bearing No. 005168 dated 14.03.2018 drawn on Kotak Mahindra Bank. M.G. Road, Gurgaon.



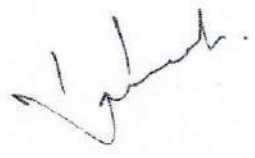

13. That it has been agreed and understood between the parties that the total security deposit mentioned above shall be of refundable character. However, the aforesaid amount shall be refunded by the FIRST PARTY upon completion of the project by the SECOND PARTY.
- (i) That in the event the Developer does not succeed in draw of lots for license of proposed Residential Affordable Housing Project over the Said Land, this agreement shall cease to exist automatically and the FIRST PARTY shall be free to deal with the Said Land in any manner whatsoever it deems fit and proper. The FIRST PARTY shall be liable to refund the entire amount paid by the SECOND PARTY to the FIRST PARTY towards refundable security deposit within a period of 15 days from the date of result of draw of lots as stated above.
- (ii) That the DEVELOPER shall not only submit the application for grant of license for development of Residential Affordable Housing Project on the Said Land to Directorate of Town and Country Planning Haryana but shall also complete all formalities for obtaining permission for change of land use/licence. In case the permission for change of land use/licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the DEVELOPER is unable to obtain the requisite permission for development of the said land the FIRST PARTY shall have no claim against the DEVELOPER. No liability, however, will be passed to the FIRST PARTY for any expenses incurred by the SECOND PARTY. The FIRST PARTY shall be liable to refund the entire amount paid by the SECOND PARTY to the FIRST PARTY towards refundable security deposit within a period of 15 days from the date application for grant of license referred to above and submitted by the SECOND PARTY is declined by Town and Country Planning Department, Haryana.
- (iii) That in case any amount/fees/bank guarantee deposited by the SECOND PARTY with the government/any other authority is refunded to the FIRST PARTY, the same shall be returned to the SECOND PARTY within two days of the receipt of the same and in the event of any delay beyond this period the FIRST PARTY will pay an interest @ 9% per annum on the amounts so received.
- (iv) That the FIRST PARTY shall hand over actual physical and vacant possession of the aforesaid land to the SECOND PARTY at the spot for promotion, development, construction, sale of the project within 7 days of issuance of license by the concerned statutory authority. The FIRST PARTY shall further execute such documents/irrevocable Special Power Attorney(s) as may be got prepared by the SECOND PARTY.

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- (v) That the SECOND PARTY shall proceed to obtain license for development of Residential Affordable Housing Project as early as possible.
- (vi) That the SECOND PARTY shall proceed to start the development work after grant of sanction of Building plans/Zoning/layout plan and environmental clearance and shall complete the development of the Residential Affordable Housing Project within 60 months therefrom and/or such extended period as may be mutually agreed between the parties. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the SECOND PARTY, the SECOND PARTY shall be entitled to extension of time for completing the said project.
- (vii) That in case the DEVELOPER fails to complete the development of the Residential Affordable Housing Project within the prescribed period as per the Affordable Group Housing Policy of the Govt. of Haryana, all liability including but not limited to penalties arising due to such delay, towards the allottees shall be the sole responsibility of the Developer and the Developer shall alone bear all financial implication/liabilities towards the same and shall keep the FIRST PARTY indemnified against above mentioned liabilities at all times.
- (viii) That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed complex it is the condition of this agreement that after execution of this contract and/or obtaining of licence and the required permission from the concerned authorities for construction on the said land, the FIRST PARTY will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the SECOND PARTY besides its other rights will be entitled to get the said agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the FIRST PARTY and during such pendency of the suit the FIRST PARTY shall not enter into any agreement with respect to the said land with any third party.
- (ix) That it is agreed between the Parties that the gross revenues realised from the Affordable Group Housing Project shall be shared between the Parties in the following ratio:-



- (i) FIRST PARTY 17% (Seventeen percent)
- (ii) SECOND PARTY 83% (Eighty Three percent)

It is specially agreed the FIRST PARTY shall be entitled to realise its aforesaid indicated share of revenues accruing from alienation of units in the Affordable Group Housing Colony on the last day of each English calendar month during the course of execution of the project . In case withdrawal of aforesaid proportion of revenue is not permissible in terms of applicable statutory provisions/policies, in that event the FIRST PARTY shall be entitled to the unpaid revenues at the time of completion of the project. The SECOND PARTY undertakes to maintain sufficient balance in the bank account to be opened and operated for the Affordable Group Housing Colony in accordance with applicable statutory provisions so that the undischarged financial liability of the SECOND PARTY towards the FIRST PARTY can be paid off. The SECOND PARTY admits and acknowledges that the unpaid portion of revenue of the FIRST PARTY shall be a first charge on the amounts lying deposited in the aforesaid bank account.

- (x) That the FIRST PARTY is aware of the fact that the Residential Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The FIRST PARTY is aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state. The FIRST PARTY is further aware that a comprehensive project report is required to be submitted by the SECOND PARTY for the purpose of obtaining requisite licence/permission for establishment of the Residential Affordable Housing Project over the Said Land. The FIRST PARTY specifically agrees that the SECOND PARTY shall be entitled to get the project report prepared for this purpose.
- (xi) That the FIRST PARTY is further aware that the maximum FAR shall be 225. The FIRST PARTY is further aware that the sales are to be made on carpet area basis and that in district Gurugram allotment rate of the apartments shall be Rs.4000/- per square feet. The FIRST PARTY is further aware that the apartment sizes in the project are to be constructed within the range mentioned in the applicable policy. The FIRST PARTY has examined the aforesaid policy in detail and are aware of the fact that parking facilities to be provided for cars and two wheelers in the project.
- (xii) That the FIRST PARTY is further aware of the fact that the community site is to be made size of which shall not be less than 2000 square feet. The FIRST PARTY is

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further aware of the fact Anganwadi-cum-Creche of not less than 2000 sq. feet shall also be required to be constructed in the project.

- (xiii) That scrutiny of the policy has made it evident to all the parties to this contract that commercial component of 4% available in the project shall be used for the purpose of maintenance of the Residential 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 borne exclusively by the SECOND PARTY.
- (xiv) That the parties are aware that advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The SECOND PARTY shall be competent and entitled to get the advertisements published to comply with the policy. The SECOND PARTY shall also be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Residential Affordable Housing Project.
- (xv) That all office establishment expenses as may be required to be incurred by the parties for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be incurred by the SECOND PARTY.
- (xvi) That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an bank account which shall be operated by the SECOND PARTY.
- (xvii) That in case floor area ratio is increased under the rules and regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be incurred by the SECOND PARTY. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall be taken into reckoning for determining the revenue payable to the FIRST PARTY by the SECOND PARTY as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be incurred entirely by SECOND PARTY.
- (xviii) That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the FIRST PARTY and thereafter the liability in this behalf shall be shared by the parties in the agreed proportion mentioned therein.

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Signature

- (xix) That the FIRST PARTY covenant with the SECOND PARTY that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the FIRST PARTY shall also within a week of receipt of any request from the DEVEOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.
- (xx) That the FIRST PARTY undertakes irrevocably to constitute the SECOND PARTY through its authorized signatories as their lawful attorney by a separate document for submitting applications to the various authorities, requisitions, licences, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of apartments in the building and for all purposes mentioned in the agreement and in the Special Power of attorney, being executed and registered along with this agreement. The SECOND PARTY shall also be entitled to open a bank account for depositing the sale proceeds realized from sale of the apartments in the project. The SECOND PARTY shall be bound to ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred in favour of the prospective purchasers.
- (xxi) 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.
- (xxii) That the parties shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.
- (xxiii) That the SECOND PARTY shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the FIRST PARTY as well as the SECOND PARTY with various statutory authorities for seeking various approvals etc. for the Residential Affordable Housing Project. The FIRST PARTY



undertakes that within seven days of the receipt of any such refund referred to hereinabove, they shall pass on the same to the SECOND PARTY and any delay by the FIRST PARTY in passing on the refund to the SECOND PARTY in this regard shall entail interest @ 9% per annum.

- (xxiv) That FIRST PARTY has declared and represented to the SECOND PARTY that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the FIRST PARTY and that the FIRST PARTY shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects.
- (xxv) That the FIRST PARTY shall have nothing to do with the implementation of the Residential Affordable Housing Project over the said land and other lands as may be required for development and construction of the said Affordable Group Housing Project.
- (xxvi) That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the FIRST PARTY is lost on account of any defect in the title of the FIRST PARTY or any litigation started by any one claiming through the FIRST PARTY or any one claiming title paramount to the FIRST PARTY or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., the FIRST PARTY shall be liable to pay the damages, losses, costs and expenses sustained by SECOND PARTY and /or intending buyers of whole or part of the built/unbuilt areas, car parking etc. The FIRST PARTY expressly agrees to keep the SECOND PARTY and the allottees/intending buyers of whole or part of the SECOND PARTY share of the built/unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the SECOND PARTY may sustain or incur by reason of any defect in title of the FIRST PARTY.
- (xxvii) That if there be any claim, demand, tax, litigation of any nature whatsoever against the FIRST PARTY, then it is a condition of this agreement that the work of development and/or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands,

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litigation and/or court decrees shall only be met and satisfied out of FIRST PARTY share of the built up area of the project building and/or the sale proceeds thereof.

- (xxviii) That the FIRST PARTY undertakes to execute all documents/agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.
- (xxix) 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.
- (xxx) That on execution of this agreement, the SECOND PARTY shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission with the DTCP, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. 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 a Residential Affordable Housing 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 Building plans/layout plans have been sanctioned and environmental clearance has been granted by the competent authority(s) as contemplated herein.
- (xxxi) That it is agreed between the parties that after the possession of the said land/property delivered/handed over to the DEVELOPER for the purpose of the above mentioned project, the same shall not be disturbed and the DEVELOPER shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the occupation certificate has been obtained by the DEVELOPER.
- (xxxii) That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

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2/1/2017

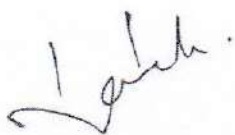
- (xxxiii) That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
- (xxxiv) That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
- (xxxv) That notwithstanding the execution and registration of the attorney, the FIRST PARTY shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s)/space (s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.
- (xxxvi) That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.
- (xxxvii) That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:
 - i. these presents do not create any Partnership between the parties hereto;
 - ii. each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - iii. each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realisation received by each of them under these presents;
- (xxxviii) That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.

Signature

162

Signature

- (xxxix) That the common areas of the said complex/scheme shall be maintained by professional maintenance company appointed by the SECOND PARTY for a period of 5 years from the date of grant of occupation certificate.
- (xl) 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.
- (xli) That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
- (xlii) That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable.
- (xlili) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be first settled amicably by mutual discussion failing which the same shall be settled through arbitration by a sole arbitrator to be appointed by the FIRST PARTY. The SECOND PARTY hereby confirm that they shall have no objection to the said appointment by the FIRST PARTY. The decision of the said arbitrator shall be final and binding upon the Parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurugram.
- (xliv) That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
- (xlv) That all costs of stamping, engrossing and registration of this Agreement shall be borne by the SECOND PARTY.



This Collaboration Agreement shall be presented for registration before the Registering Authority and got registered by Mr Sandeep Kumar, who have been authorized vide Resolution dated 10.03.2018 passed by the Board of Director to appear before the registering authority and present for registration any deed or documents executed by or on behalf of M/s Pyramid Infratech Private Limited and do all other acts, deeds and things to get them registered.

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

WITNESSES

1.

Ashok Kumar Sharma
Advocate
Distt. Court, Gurgaon
Reg. No. 3403

[Signature] *[Signature]*

FIRST PARTY

M/s Hemadri Real Estate Developers Private Limited, through its Authorized Signatory, Mr Naveen Chowdhary and Mr BL Sharma

[Signature]

SECOND PARTY

M/s Pyramid Infratech Private Limited, through its duly authorized person Shri Dinesh Kumar

[Signature]

2. Narendra Singh S. Sh. Chandrapal Singh
DLF Gateway Tower, Cybercity
Gurgaon



Indian-Non Judicial Stamp Haryana Government



Date : 26/02/2018

Certificate No G0Z2018B1912



Stamp Duty Paid : ₹ 1659000

SRN No. 33815917



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Manesh Yadav

I.No/Floor: 571

Sector/Ward: 15

LandMark: Part 1

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 9810752389



Buyer / Second Party Detail

Name: Pyramid Infratech Pvt Ltd

I.No/Floor: H38

Sector/Ward: 57

LandMark: M2k white house

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 9811000240

Purpose: COLLABORATION AGREEMENT

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

- | | | |
|-----------------------------|---|-------------------------------|
| 1. Type of Deed | : | COLLABORATION AGREEMENT |
| 2. Village/city Name & Code | : | Kherki Daula, Gurugram |
| 3. Unit Land | : | 34 Kanal 01Marla |
| 4. Transaction Value | : | Rs.7,36,95,000/- |
| 5. Stamp duty | : | Rs.16,59,000/- |
| 6. E-Stamp No. & Date | : | G0Z2018B1912 Dated:26.02.2018 |
| 7. E-Stamp issued by | : | Government of Haryana |

This Collaboration Agreement is executed at Gurugram on this
28th of February 2018.

BETWEEN

Smt. Manesh Yadav Widow Sh Ravinder Yadav R/o 571 D ,
Sector 15, Part-1 Gurugram hereinafter called the "OWNER"
which expression unless repugnant or opposed to the context thereof
includes their successors, representatives, nominees and permitted
assigns etc.) the party of the FIRST PART

For Pyramid Infratech Pvt. Ltd. For Pyramid Infratech Pvt. Ltd.

MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Muzaffargarh Punjab

MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Muzaffargarh Punjab

Manesh Yadav



दिनांक 28/02/2018

प्रलेख न: 4178

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील Manesar	गांव/शहर खेड़की दौला
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 73,695,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,659,000.00 रुपये
E-Stamp स्टाम्प न. g0z2018b1912	स्टाम्प की राशि 1,659,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	DI: JJOHLPHN
	चिस्टिंग शुल्क 2.00 रुपये

Service Charge: 200.00 रुपये

Drafted By: Self

यह प्रलेख आज दिनांक 28/02/2018 दिन बुधवार समय 1:11:00PM बजे श्री/श्रीमती/कुमारी Manesh Yadav पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ravinder Yadav निवासी 571D,Sec-15-1,GGN द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी
Manesar

हस्ताक्षर प्रस्तुतकर्ता
Manesh Yadav
श्री Manesh Yadav

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru Sandeep Kumar दाखल हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दाखल ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ashok Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGN व श्री/श्रीमती/कुमारी Vivek Kilhor पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kartar Singh निवासी 187, Housing Board Colony, GGN ने साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी
Manesar

दिनांक 28/02/2018

यह प्रमाणित किया जाता है कि पंजीकृत बसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/संयुक्त पंजीयन अधिकारी
Manesar



AND

M/s. Pyramid Infratech Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its office at H-38, Ground Floor, M2K White House, Sector-57, Gurugram through its Authorized Signatory Sandeep Kumar who has been empowered to execute this agreement vide Board Resolution dated 22.02.2018 (hereinafter called the "DEVELOPER" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

Both the OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS OWNER is full fledged and lawful owner in possession of land bearing Khewat/ Khata No. 262/272, 264/274, 379/389, 382/392, 388/398, Rect. no. 43 killa no. 8/2/2 (1-4), 9/2(0-4) 12/2 (1-12) 13/1 (7-18) 13/2 (0-2) 14 (8-0) 18 (8-0) 22/1 (3-10) 23/1 (3-11) fields 9 measuring 34 Kanal 01 Marla situated in revenue estate of Kherki Doula, Tehsil and District Gurugram (hereinafter referred to as 'Said Land').

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the OWNER has a perfect and legal title to the Said Land and is fully entitled in law to deal with the same.

WHEREAS in view of its track record and expertise in real estate development, the OWNER and the DEVELOPER have entered into this contract for development of the Said Land as an Affordable Housing Project on collaboration basis.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned:-

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

For Pyramid Infratech Pvt. Ltd.

For Pyramid Infratech Pvt. Ltd.

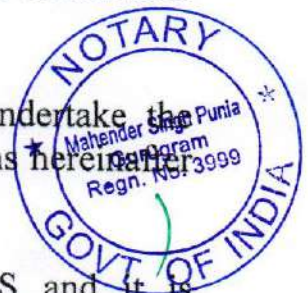
Manish Grewal

Authorised Signatory

Authorised Signatory

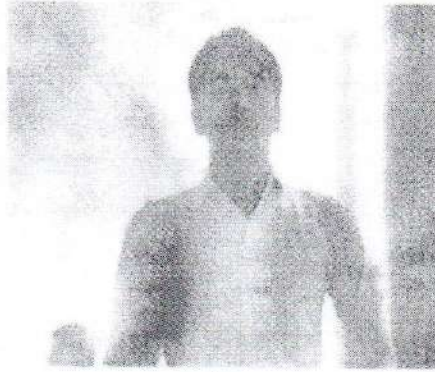
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MAHENDER S. PUNIA
ADVOCATE & NOTARY
Bhatt. PUNIA





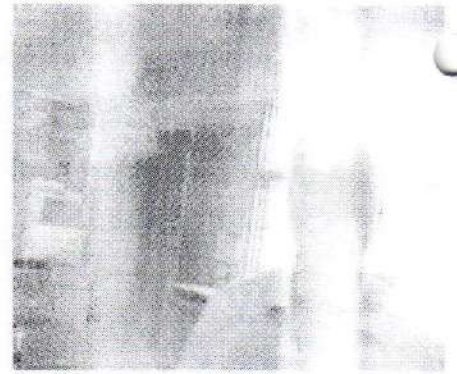
पेशकर्ता



दावेदार

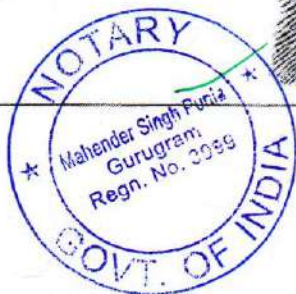


गवाह



उप संयुक्त पंचायत अधिकारी

पेशकर्ता	Manesh Yadav		<i>Manesh Yadav</i>
दावेदार	Thru Sandeep Kumar		<i>Sandeep</i>
गवाह	Ashok Kumar Sharma		<i>[Signature]</i>
गवाह	Vivek Kilhor		<i>Kilhor</i>

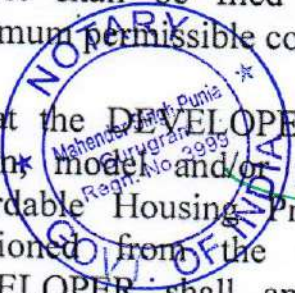


1. That the subject matter of this collaboration agreement between the OWNER and the DEVELOPER is the said land admeasuring 34 Kanals 01 Marlas situated in revenue estate of Kherki Doula, Tehsil and District Gurugram for utilizing the same for construction and development of the same as an Affordable Housing Project by the DEVELOPER.

2. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project under Haryana Govt. Affordable Housing Policy, 2013. The OWNER agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.

3. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.

4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authorities. The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as



For Pyramid Infratech Pvt. Ltd. For Pyramid Infratech Pvt. Ltd.

Manesh Yadav



Authorised Signatory

Sandeep

Authorised Signatory

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,178 आज दिनांक 28/02/2018 को बही न: 1 जिल्द न: 242 के पृष्ठ न: 72 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 455 के पृष्ठ सख्या 79 से 81 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 28/02/2018

उप/सर्वेक्षक पंजीयन अधिकारी
Manesar

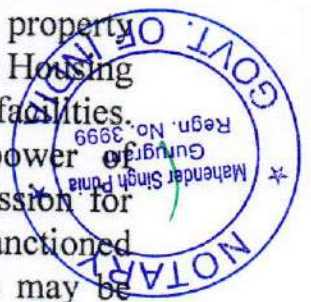


may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

5. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER.

6. That the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, raising of construction, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be paid by the DEVELOPER.

7. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to own as property belonging to the DEVELOPER the said Affordable Housing Project as also all the common areas and common facilities. The OWNER shall grant registered special power of attorney to the DEVELOPER for obtaining permission for change of land use, procuring licence, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction. The Special Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this collaboration agreement sell the constructed/unconstructed and/or developed portions of the



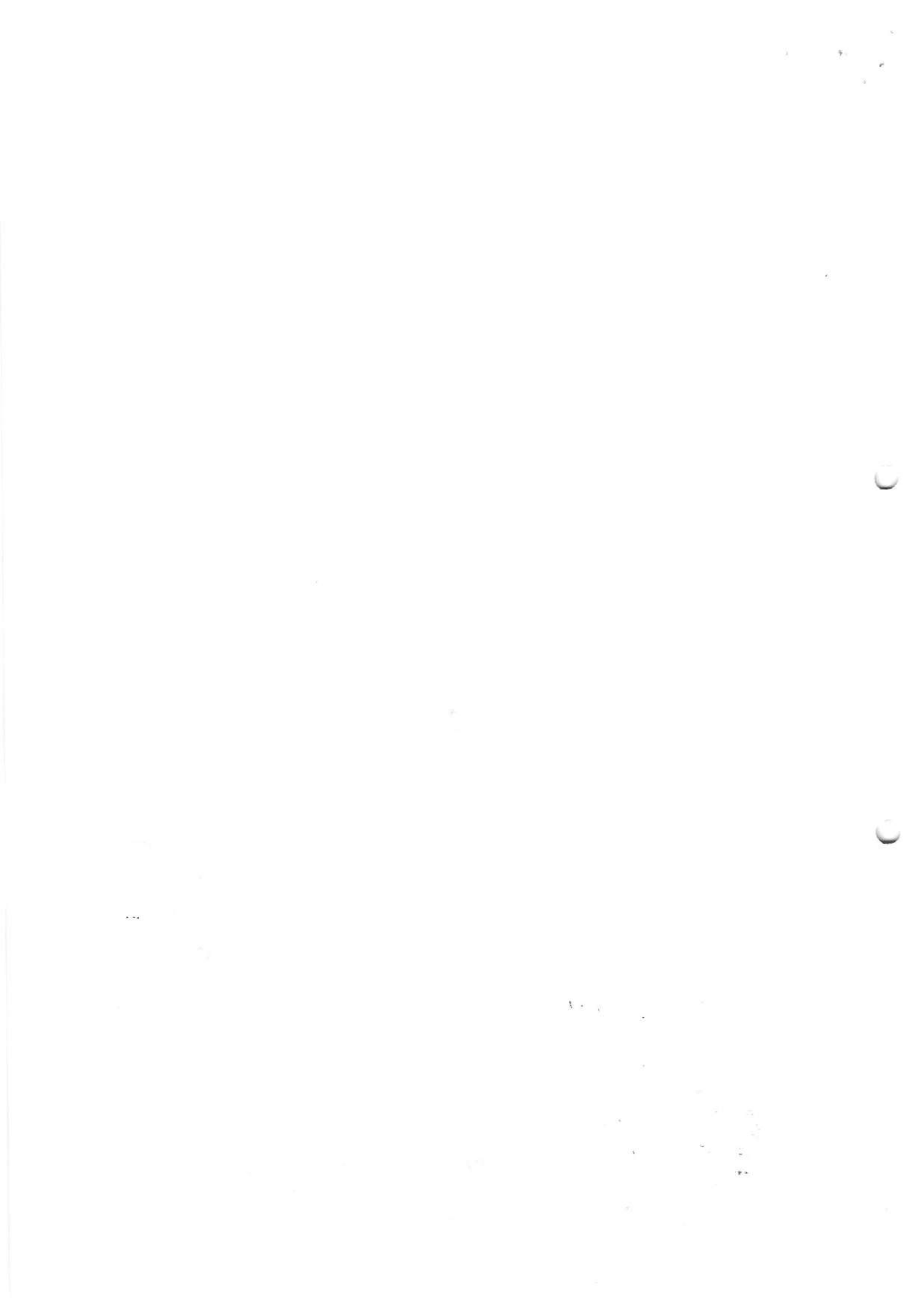
ATTESTED TO BE TRUE COPY

For Pyramid Infratech Pvt. Ltd. ADVOCATE & NOTARY
For Pyramid Infratech Pvt. Ltd.

Manish Yadav

Authorised Signatory

Sandeep
Authorised Signatory



Project. The Special Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

8. That acting on the representation of the OWNER the DEVELOPER is proceeding to deposit a sum of Rs. 85,12,500/- (Rs. Eighty Five Lac Twelve Thousand Five Hundred only) towards non-refundable security deposit with the OWNER in the following manner :-

- (i) Rs. 50,00,000/- (Rs. Fifty Lacs only) vide cheque bearing No. 003987 dated 16-05-2017 drawn on Kotak Mahindra Bank payable to Mrs. Manesh Yadav.
- (ii) Rs. 35,12,500/- (Rs. Thirty Five Lac Twelve Thousands Five Hundred only) to be paid at time of license application .
- (iii) The Developer shall pay another Rs. 2,50,00,000/- (Two crores fifty lakhs only) to the Owner within 30 days after grant of license. This payment will be adjusted against the share of the owner.

9. That it has been agreed and understood between the parties that the total security deposit mentioned above shall be of non-refundable character.

10. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

11. That the DEVELOPER shall proceed to apply for license for development of the Affordable Housing Project to the



Manesh Yadav

For Pyramid Infratech Pvt. Ltd.

For Pyramid Infratech Pvt. Ltd.

[Signature]
Authorized Signatory

Sandeep

Authorized Signatory
ATTESTED TO BE TRUE COPY
MAHENDER S. PUNIA
ADVOCATE & NOTARY
DIST: BURGAM (Haryana) India



concerned statutory authority within a period of 15 days from the date of execution of this contract. Time has been agreed to be the essence of this contract.

12. That the DEVELOPER shall proceed to start the development work after grant of sanction of layout plan and environmental clearance and shall complete the development of the Affordable Housing Project within period permissible under applicable policy for the project. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project.

13. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed complex it is the condition of this agreement that after execution of this contract and/or obtaining of licence and the required permission from the concerned authorities for construction on the said land, the OWNER / or their nominees or their legal heirs will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER and during such pendency of the suit the OWNER shall not enter into any agreement with respect to the said land with any third party.

14. That the saleable area (Residential and Commercial Components) proceeds from the project shall be divided amongst the parties in the following ratio:-

- (i) DEVELOPER— 64% (Sixty Four percent)
- (ii) OWNER 36% (Thirty Six percent)



Mamash Yadav

For Pyramid Infratech Pvt. Ltd.

For Pyramid Infratech Pvt. Ltd.

Authorised Signatory

ATTESTED TO BE TRUE COPY
Authorised Signatory

MAHENDER S. PUNIA
ADVOCATE & NOTARY
HIST. BUREAU INHABITANT



Handwritten signature or mark at the bottom center of the page.

15. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy.

16. That all office establishment expenses as may be required to be incurred by the parties for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be incurred by the DEVELOPER.

17. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account which shall be operated by the DEVELOPER. Moreover, specific instructions shall be given by the parties to the banker to the effect that out of all proceeds deposited in the aforesaid bank account, amounts in the following ratio shall be transferred by the banker to the indicated bank accounts of the OWNER and the DEVELOPER on the last day of each English month in the following ratio:-

- (i) OWNER - 36%
- (ii) DEVELOPER - 64 %

18. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker and to further monitor the transactions from the said bank account by viewing the same from the website of the bank.

19. That the aforesaid arrangement shall continue till the implementation of the project in all respects.

20. That in case floor area ratio is increased under the rules and regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be incurred by the DEVELOPER. The sale consideration



For Pyramid Infratech Pvt. Ltd.

Manish Yadav

Authorised Signatory

For Pyramid Advocate & Notary
MAHENDER S. PUNIA
Advocate & Notary
Blatt, Bhubaneswar, Odisha

Sandesh
Authorised Signatory

realized from sale of additional area constructed against increased floor area ratio shall also be divided between the OWNER and the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be incurred shall be pro-rata borne by the DEVELOPER .

21. That all rates, cesses and taxes, due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability of Receivable consideration like income tax, capital gains and other applicable Tax excluding Govt. fees in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

22. That the OWNER covenants with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

23. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and ~~on for any~~ accident or lack of resulting in injury or damage to ~~workers~~ plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER .

24. That the OWNER and DEVELOPER shall be

Manesh Guleri

For Pyramid Infratech, Pvt. Ltd.

Authorised Signatory

For Pyramid Infratech, Pvt. Ltd.

MAHENDER S. SIDHIA
ADVOCATE & NOTARY
Blott, Gurugram

Authorised Signatory



responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned on pro-rata basis.

25. That the DEVELOPER shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the said building. The OWNER undertake that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the DEVELOPER and any delay by the OWNER in passing on the refund to the DEVELOPER in this regard shall entail interest @ 12% per annum.

26. That OWNER have declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the OWNER and that the OWNER shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into this agreement relying/acting upon these declarations and representations / undertakings of the OWNER.

27. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNER expressly agree to keep the DEVELOPER and the intending



Manish Yadav

For Pyramid Infratech Pvt. Ltd.

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Distt. MCD, Gurugram, Haryana

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buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER .

28. That if there be any claim, demand, tax, litigation of any nature whatsoever against the OWNER , then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of OWNER share of the built up area of the project building and/or the sale proceeds thereof.

29. That the OWNER undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.

30. That the OWNER 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.

31. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. The



For Pyramid Infratech Pvt. Ltd.

Manish Yadav



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MAHENDER S. PUNIA
ADVOCATE & NOTARY
District Court, Haryana, India



DEVELOPER 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 a Affordable Housing 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 OWNER to the DEVELOPER under this clause, does not empower the DEVELOPER 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.

32. That it is agreed between the parties that the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above mentioned project shall not be disturbed and DEVELOPER shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the occupation certificate has been obtained by the DEVELOPER.

33. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein as per Collaboration Agreement.

34. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

35. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.

36. That notwithstanding the execution and registration of



For Pyramid Infratech Pvt. Ltd. For Pyramid Infratech Pvt. Ltd. ATTESTED TO BE TRUE COPY

Manish Yadav

Authorized Signatory

MAHENDER S. PUNIA
ADVOCATE & NOTARY
B-10, PHASE II, INDUSTRIAL AREA, GURUGRAM, HARYANA

the attorney, the OWNER shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

37. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.

38. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:

- a) these presents do not create any Partnership between the parties hereto;
- b) each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
- c) each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realisation received by each of them under these presents;



39. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER.

40. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes,

Manish Yadav

For Pyramid Infratech Pvt. Ltd.

Sandeep

Authorised Signatory

modifications or alterations to this agreement shall be done without the written consent of the parties thereto.

41. That the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate and expenses shall be paid by the DEVELOPER.

42. 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.

43. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

44. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

45. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this Collaboration Agreement.

46. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER.

47. That this agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party in original.

For Pyramid Infratech Pvt. Ltd.
Manish Yadav

Authorised Signatory

MAHENDER SINGH PUNIA
ADVOCATE & NOTARY
Distt. GURUGRAM (HARYANA) INDIA

Authorised Signatory



TESTED TO BE TRUE COPY



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

OWNER

Manesh Yadav
Smt. Manesh Yadav

For Pyramid **DEVELOPER** Ltd.

Sandeep
Authorised Signatory
M/s Pyramid Infratech (P) Ltd.

Witness

1. *Ashok Kumar Sharma*
Advocate
Distt. Court, Gurgaon
Reg. No. 3493

For Pyramid Infratech Pvt. Ltd.

[Signature]
Authorised Signatory

2.

Vivek
Vivek Kilhor Sy. Sh. Kartar Singh
H.No. = 187, Housing Board Colony,
Jharsa Road Gurugram



ATTESTED TO BE TRUE COPY

MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Court, Gurgaon (Haryana) India

