

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



3101

Date : 30/06/2023

Certificate No. G0302023F3036



GRN No. 104536601



Stamp Duty Paid : ₹ 3840000  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

## Seller / First Party Detail

Name: Gova realtors Private Limited

H.No/Floor : 695

Sector/Ward : 17

LandMark : Office at 695 sector 17

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 98\*\*\*\*\*28

Others : Mvn tutorials private limited



## Buyer / Second Party Detail

Name : Mvn infrastructure Projects Llp

H.No/Floor : 14uf

Sector/Ward : 5

LandMark : Mvn athens damdama dhaula road

City/Village : Sohna

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*28

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

- |                             |                         |
|-----------------------------|-------------------------|
| 1. Type of Document:        | Collaboration Agreement |
| 2. Village:                 | Harsaru                 |
| 3. Teh. and District:       | Harsaru, Gurugram       |
| 4. Land:                    | 42 kanal 4 marla        |
| 5. Nature of Land:          | Agriculture             |
| 6. Transaction amount:      | 19,20,00,000/-          |
| 7. Stamp duty @ 2 %:        | Rs 38,40,000/-          |
| 8. M C Area:                | within                  |
| 9. Stamp duty GRN:          | 104536601               |
| 10. Stamp duty Certificate: | G0302023F3036           |
| 11. Registration fee GRN:   | 104536870               |

For MVN Infrastructure Projects LLP  
Designated Partner.

For Gova Realtors Pvt Ltd.

Authorised Signatory

For MVN TUTORIALS (P) LTD.

Authorised Signatory

दिनांक: 03-07-2023

प्रलेख न: 3101

डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर हरसरु

धन संबंधी विवरण

राशि 192000000 रुपये

स्टाम्प ड्यूटी की राशि 3840000 रुपये

स्टाम्प नं : G0302023F3036

स्टाम्प की राशि 3840000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan: 104536870

पेस्टिंग शुल्क 0 रुपये

Drafted By: P B Jain Adv

Service Charge: 0

यह प्रलेख आज दिनांक 03-07-2023 दिन सोमवार समय 3:42:00 PM बजे श्री/श्रीमती /कुमारी  
Gova Realtors Pvt Ltd thru Rameshwar Sharma OTHER MVN Tutorials Pvt Ltd thru Devraj Dixit OTHER निवास Kalu sarai,  
New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For MVN TUTORIALS (P) LTD.



Authorised Signatory

उप/संयुक्त पंजीकरण अधिकारी (हरसरु)

Naib Tehsildar  
Harsaru (Gurugram)

Gova Realtors Pvt Ltd.

Gova Realtors Pvt Ltd MVN Tutorials Pvt Ltd  
Authorised Signatory

For MVN Infrastructure Projects LLP



Designated Partner

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MVN Infrastructure Projects LLP thru Varun Sharma OTHER हाजिर है। प्रतुत

प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Manoj kumar पिता ARJUN DASS निवासी

adv ggm व श्री/श्रीमती /कुमारी Pursotam parasar पिता ananr ram

निवासी Sohna Gurugram 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 पंजीकरण अधिकारी (हरसरु)

Naib Tehsildar  
Harsaru (Gurugram)



### Joint Development/collaboration Agreement

This Joint Development Agreement (hereinafter "Agreement") is entered into on this the 3<sup>rd</sup> day of July 2023 at Gurugram By and Between:

**Gova Realtors Private Limited**, a company incorporated under provisions of the Companies Act, 2013, having CIN no. U80100HR2015PTC057643 and PAN: AAGCG2240R, with its registered office at 695, Sector-17, Faridabad, represented by its authorized signatory, Mr. Rameshwar Sharma (Aadhaar no. 305212540326), duly authorized by board resolution dated 30/5/2023, hereinafter referred to as the "**FIRST LAND OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), **FIRST PART**.

**And**

**MVN Tutorials Private Limited**, a company incorporated under provisions of the Companies Act, 2013, having CIN no. U74899DL2005PTC138057 and PAN: AAECM3421G with its registered office at 58 A/1, Kalu Sarai, New Delhi, represented by its authorized signatory, Mr. Devraj Dixit (Aadhaar no. 632616302164), duly authorized by board resolution dated 29/5/2023, hereinafter referred to as the "**SECOND LAND OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), party of **SECOND PART**.

**And**

**MVN Infrastructure Projects LLP**, registered under provisions of the Limited Liability Partnership Act, 2008, having LLP Identification no. ACA-4678 and PAN ABWFM8415E and registered office at UF 14 MVN Athens, Damdama Dhaula Road, Sector 5, Sohna-122103, District Gurgaon, Haryana represented by its designated partner, Mr. Varun Sharma (Aadhaar no.939255663089) hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), party of **OTHER PART**.

**WHEREAS** The First Land Owner is the sole, absolute and lawful owner in possession having all rights, title and interests and is seized and in lawful physical possession of and is sufficiently and legally entitled to the freehold land ad-measuring 16 kanal 00 Marla (i.e. 2.0 acres), falling in Rectangle number 39 Killa Number 2 and 3 (hereinafter referred to as **For MVN Infrastructure Projects LLP**

For Gova Realtors Pvt. Ltd.  
Gova Realtors Pvt. Ltd.  
Authorized Signatory

For MVN Infrastructure Projects LLP  
MVN TUTORIALS (P) LTD.

Designated Partner

Authorized Signatory

Reg. No.

Reg. Year

Book No.

3101

2023-2024

1



पेशकर्ता



दावेदार



गवाह



For Gova Realtors Pvt. Ltd.

Authorized Signatory

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Ram Mohan Sharma OTHER Gova Realtors Pvt Ltd thru Devraj Dixit OTHER  
MVN Tutorials Pvt Ltd

दावेदार :- thru Varun Sharma OTHER MVN Infrastructure Projects  
LLP

Authorized Signatory

गवाह 1 :- Manoj kumar

गवाह 2 :- Pursotam parasar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3101 आज दिनांक 03-07-2023 को बही नं 1 जिल्द नं 65 के पृष्ठ नं 115.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1357 के पृष्ठ संख्या 99 से 103 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 03-07-2023

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

Naila T. Haidar  
Harasaru (Signature)



**"Part 1 of Schedule Land"** situated in the revenue estate of Village Harsaru, Hadbast No. 107, Tehsil Harsaru and District Gurugram, Haryana.

**AND WHEREAS** The Second Land Owner is the sole, absolute and lawful owner in possession having all rights, title and interests and is seized and in lawful physical possession of and is sufficiently and legally entitled to the freehold land ad-measuring 26 kanal 04 Marla (i.e. 3.275 acres), falling in Rectangle number 39 & 40 Killa Number 9/1, 11, 12, 15/2 (hereinafter referred as **"Part 2 of Schedule Land"** situated in the revenue estate of Village Harsaru, Hadbast No. 107, Tehsil Harsaru and District Gurugram, Haryana.

**AND WEREAS** the Developer is in the field and business of developing transit oriented development and mixed land use and other projects and has a good experience and credit in this field and has already developed several projects in India.

**AND WHEREAS** the Land Owners have severally and jointly promised, assured, represented and warranted to the Developer that the respective parts of Schedule Land is absolutely owned and possessed by them as clearly mentioned hereinbefore and their respective lands are free from all sort of encumbrances, lien, charges, mortgage, lease, acquisition, gifts, litigation, third party agreement, court case, stays, attachments, minor's share, dispute between legal heirs, family settlements, HUF property, ceiling issues, forest land, and/or any other legal defect latent or patent etc. and there is no other person/entity etc. has any right, interest and claim whatsoever on the said Land except the Owner and the Owner is absolutely entitled to deal with the said Land in any manner at his absolute discretion and intent.

**AND WHEREAS** the Land Owners have approached the Developer and requested collaboration for the development of the land and accordingly, the Land Owners and the Developer, for their mutual benefit and gain, have negotiated and decided to collaborate to develop the schedule land for a transit oriented development and mixed land use project (hereinafter "said Project") to be developed by the Developer subject to obtaining requisite licenses, permissions and sanctioning of plans from the concerned statutory authorities under relevant laws, rules, regulations and policies framed by the State and National Government and also subject to the land owner irrevocably enter into this agreement and execute an irrevocable General Power of Attorney in favour of the Developer.

**AND WHEREAS** The Land Owners agreed to vest all requisite powers and authorities pertaining to their respective land parcel mentioned in schedule Land to and through the Developer as may be necessary for obtaining the requisite licences, permissions, sanctions, and approvals for development, construction and completion of the transit oriented development and mixed land use project over the schedule land.

For Gova Realtors Pvt. Ltd.  
GOVA Realtors Pvt. Ltd.

Authorised Signatory

For MVN Infrastructure Projects LLP  
Designated Partner  
MVN Infrastructure Projects LLP  
For MVN TUTORIALS (P) LTD.

Authorised Signatory



**AND WHEREAS** The Land Owners have handed over the vacant physical possession of their respective lands (**hereinafter "schedule land"**) in terms of this agreement hereof for the purpose of developments and constructions of the project and the developer shall hold the same for and / or on behalf of the Land Owners and/ or in the name of the land owners and shall retain the same until the project is fully developed and constructed in terms of the proposed scheme framed by the developer. The Land Owners shall not interfere with the projects development to be undertaken by the developer in any manner whatsoever. The developer shall be solely and exclusively responsible for expeditious and project execution of the development work. The Land Owners agrees and re-iterates not to transfer its ownership, any rights, title or interest and/or possession in the schedule Land to any third party in whole or in part in any manner whatsoever.

**NOW, THEREFORE THE PARTIES HERETO ARE DESIROUS RECORDING THE SAID MUTUALLY AGREED TERMS AND CONDITIONS AND AGREE AS FOLLOWS:**

# 1. DEFINITION AND INTERPRETATION

## DEFINITIONS

- I. "Applicable Laws" shall means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-laws, rule of law , directives , guidelines policy, requirement or any 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 subjects matter in question , whether in effects as of the date of this agreement or the thereafter.
- II. "Agreement" means this agreement, its schedules and Annexures attached herewith and any amendments and addendums from time to time in accordance with the provisions hereof and the contract, certificates and other documents executed and delivered pursuant thereto.
- III. "Allottee/intended Allottee" shall mean the prospective purchaser of the unit(s) of the project.
- IV. "Contractor" shall refer to the Contractor that may be appointed by the Developer and each of the Contractors Affiliates.
- V. "Developer" shall mean the MVN Infrastructure Projects LLP.
- VI. "DTCP" shall mean the Director of Town and Country Planning, Haryana.
- VII. "Effective Date" shall mean the date of this document.
- VIII. "GPA" shall mean the Irrevocable General Power of Attorney to be executed by the Land owners of the Schedule Land in favour of the Developer respectively authorizing the Developer for the development and all other works.
- IX. "Government Authority" shall mean any governmental department, DTCP, RERA, Commission, board, regulatory authority, instrumentally, court or

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Designated Partner

other judicial or administrative body , central, state , provincial or local having jurisdiction over the subject matter or matters in question.

- X. "Loss" Shall mean all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like.
- XI. "Taxes" shall mean any and all present or future taxes, fee, deduction or withholding in the nature of tax wherever imposed, levied, collected, withheld or assessed by any government authority pursuant to the applicable laws.
- XII. "Unit" shall mean the individual units of the project being allotted to the allottee(s) prospective purchases.

#### INTERPRETATION

- I. The words importing singular shall include plural and vice versa and the works, denoting natural person shall where the context admits, include, partnerships, firms companies , corporation , associations , organization or other entities (Whether or not having a separate entity ).
- II. The headings are for convenience or reference or interpretation of this agreements; and

#### 2. AGREEMENT BETWEEN THE PARTIES:

2.1 The Land Owners of Schedule 1 and 2 of the schedule property hereby grants and transfers in favour of the Developer, the Development, marketing and selling rights, interest and entitlement for undertaking construction and development over their respective part in the the schedule land and to advertise, book, allot, sell and/or lease/mortgage or grant other rights incidental thereto.

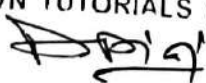
2.2 The Developer shall be entitled to develop the transit oriented development and mixed land use project over the land scheduled herein by utilizing the permissible FAR and enjoy all right, privileges and benefits arising there from, including but not limited to right to;

- A. Enter upon and be in possession and control of the schedule land for development purposes with free and unhindered rights and liberty of way and passages and ingress and egress.
- B. Plan, conceptualize and design the layout of the transit oriented development and mixed land use project, to prepare, revise and modify the drawings, designs, plan, layouts and all other documents and deeds as it may deem fit and required for the construction, development and implementation of the project.
- C. Apply for, pursue and obtain all permissions and approvals from the competent authorities, as may be required to be obtained for construction and development of the project and allotment of units/space.

For GVA Real Estate Pvt. Ltd.

  
Authorized Signatory

For MVN TUTORIALS (P) LTD.



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- D. Develop the project in one go or in phases as may be decided by the developer in accordance with the permissions, registration and approvals granted by the competent authorities.
- E. Carry out and comply with all the conditions contained in the approvals and take appropriate steps, actions and seek compliances, approvals and exemptions under the provisions of the Applicable Laws.
- F. Appoint contractor, sub-contractors, architect, engineers, experts, consultants, accountants, surveyors etc. as may be required for construction and development of the project.
- G. Carry out construction, development and implementation of the said project over the project land.
- H. Exercise full free and uninterrupted marketing, promotion and advertisement rights of the said project.
- I. Get the project over the schedule land preapproved by the banks/ financial institutions for enabling the allottees to avail loans for booking the area/unit/space, as the case may be.
- J. Raise finance from banks/financial institutions on the basis of development rights
- K. To create mortgage, charge, lien, encumbrance on the schedule land in favour of the competent authority as per license requirements.
- L. Exercise full, free and uninterrupted rights for booking, allotment, leasing, licensing and or sale or otherwise deal with or transfer of the saleable area in the project by way of sale, allotment, lease, license or any other manner of transfer or creation of Third Party rights therein and enter into agreements, contract etc. with the third party as it deem fit.
- M. Generally do all other acts, deeds and things as may be required or exercising Development Rights and development of the said project.

### 3. Construction and Development over the Schedule Land

#### 3.1 Permissions and Approvals

- 3.1.1 The developer will be entitled to obtain all requisite Approvals from the competent Authorities, at its own costs and expenses as may be required. The Land owners have undertaken to provide all assistance and do all the needful that may be required by the Developer.
- 3.1.2 The developer shall be entitled to prepare and apply for the license, sanction of plans, layouts and other approvals from the competent Authority/ies required for construction, development, marketing and allotment of the units

### 4. Construction and Development

For Gova Realtors Pvt. Ltd. Ltd.

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- 4.1 The project over the schedule land will be registered as per the Applicable Laws including but not limited to the Real Estate (Regulation and Development) Act 2016 and rules made thereunder and the developer shall be entitled and responsible to proceed with and obtain the registration of the project in its name.
- 4.2 The developer shall be entitled to permit its agent, associates, nominees, collaborators, architect, consultants, representatives, contractors and/or subsidiary to do all acts and deeds required and/or necessary for the development and completion of the project.

**5. Interest Free Security Deposit:**

- 5.1 For securing the performance of its obligation undertaken under this agreement, an Interest Free refundable security amount is payable by the Developer to Land owners and the Developer will make payment @ 11,00,000/- per acres of IFRSD Rs. 22,00,000/- for the first part of schedule land to the First Land Owner of the schedule 1 land within 90 days from the signing the agreement.
- 5.2 The Developer will make payment of IFRSD Rs. 36,02,500/- for the scheduled land to the Second Land Owner of the schedule 2 land within 90 days from the signing the agreement.
- 5.3 The Interest Free Refundable Security Deposit shall be refunded by the land owners to the Developer simultaneously on receiving of the Occupancy Certificate of the Project from the competent Authority.
6. That the land owners are agreed that the Project shall be developed by the Developer over the schedule land under collaboration subject to grant of license and necessary permissions/approvals. All expenses including costs on obtaining development licenses, construction, completion of the said Project on the schedule land handed over to the Developer by the Owners herein, shall be made exclusively by the Developer and the Developer shall incur the funds for taking LOI, CLU, licenses, payment of EDC and IDC charges, taxes levies, construction costs, development costs, procuring OC/CC, and/or any cost related to development of the Project etc. over the schedule land without having transferring any liability on the land owner. However, it is further agreed between the Parties herein that after obtaining the OC of the Project by the Developer, all expenses with respect to the share of owner in the Project, including amenities, facilities, taxes, levies, security, any new construction like guard rooms and/or any other construction/development, repairs of wear and tear and/or any renovation for running of said Project shall be exclusively paid the by the Owner.

**7. Revenue Sharing:**

That the sharing of revenue between the parties shall be subject to the FAR that may be granted over the schedule land. It is absolutely understood and agreed by the

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For Gova Realtors Pvt. Ltd.

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Land Owner and the Developer that the below mentioned revenue sharing is complete and exhaustive only when the schedule land is being granted 3.5 FAR;

**For the First Part of Schedule Land**

No	Party	Per Acre Revenue sharing on respective land schedule in %
1	First Land Owner	7.5
2	Developer	92.5

**For the Second Part of Schedule Land**

No	Party	Per Acre Revenue sharing on respective land schedule in %
1	Second Land Owner	7.5
2	Developer	92.5

It is absolutely understood and agreed by and between the parties that the percent of revenue sharing mentioned above shall be made on the 3.5 FAR that may be granted over the schedule land detailed herein and the Land Owners shall have no right to claim any further revenue on any ground including if any additional FAR that may be purchased by the Developer. The sharing is free from any escalation on any ground whatsoever.

It is absolutely understood and agreed by and between the parties that the revenue shall be apportioned with the Developer on the basis in proportion of land contributed by the respective Land Owners. For clarity it is mentioned and agreed that the Owner shall have a right of revenue only over the respective part of land contributed/transferred herein to the Developer.

**8. Payment milestone:**

It is specifically agreed by and between the parties that any such revenue sharing/consideration shall be made to the land owner in installment as per the RERA guideline. It is absolutely understood and agreed that if the FAR of the said Project is increased in future, due to any reason whatsoever, the sharing pattern and

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plan of payment of revenue sharing shall be intact and the Land owner shall have no right to claim enhancement of its respective share in revenue on the ground of increase in FAR in any manner on any account.

All tax liabilities towards payment of revenue/consideration shall exclusively be borne by the respective Parties at their individual level.

9. It is agreed that, subject to force majeure circumstances, the Developer shall exclusively liable for obtaining, renewal and revision of the license, permissions and sanctions of plans and the development, construction, sale and marketing of the transit oriented development and mixed land use project and units shall be commenced and completed within a period of 60 months from the date of approval of the building/layout plan which shall be extendable for further period of 24 months at the discretion of the Developer.
10. That all building plans and other documents for taking development licenses and permission shall be prepared, submitted and obtained by the Developer only. Each and every compliances of rules and regulations including RERA shall be performed by the Developer at its costs and expenses and the Owner shall not cause any hindrance in performance of such rules, regulations, policies and applicable laws in any manner whatsoever.
11. That the Developer shall be responsible for compliance of terms and conditions of the license and other approvals obtained for the completion of the project. The developer shall also be responsible for compliance of provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Haryana Development and Regulation of Urban Areas Rules 1976, Punjab Schedule Roads and Controlled Area Restrictions of Unregulated Development Act, 1963, Punjab Schedule Roads and Controlled Area Restrictions of Unregulated Development Rules, 1965, Haryana Apartment Ownership Act 1983, Haryana Apartment Ownership Rules 1987 and any other directions given by Director General Town and Country Planning Haryana.
12. That the entire cost required for development of the Said Land including the charges and fees of the architect, preparation of plans as also all other statutory fees and charges, incidental charges including scrutiny fees, licence fees, conversion charges, internal/external development charges, electricity and water security charges, any type of renewal charges, to the government or any other authority, for the provision of peripheral or external service of the Said Land, and firefighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly borne by the Developer.

GOVA Realtors Pvt. Ltd.  
For Gova Realtors Pvt. Ltd.  
  
Authorized Signatory

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For MVN Infrastructure Projects LLP  
  
Designated Partner

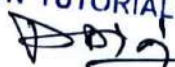


13. The Developer undertakes to execute and complete the said project entirely at its own cost and expenses and with its own resources after procuring and obtaining the relevant/required records, the licences, permission(s), sanctions and approvals of all concerned authorities and thereafter to develop a colony on the Schedule Land. All expenses required in and for obtaining licences, sanction of all type of plans, tax clearances, permissions or sanctions from the concerned authorities and all construction and development activities shall be paid by the Developer without incurring any liability on the Land Owner. The Developer shall also be liable to pay all charges, fees etc..
14. It is agreed that the Developer shall be at liberty to deal with the project that may be granted over the schedule land and have exclusive and absolute right to market, develop, book, allot and execute the conveyance deed to the prospective allottee in the project and the Land Owner has given absolute and irrevocable rights to the Developer for the same and the land owner shall not have any right to make any objection in this regard on any ground. The Land Owner agrees that the Owner shall be under obligation to perform all acts and deeds including any sale, leasing and/or any other transfer etc. to any third party through the Developer only and the land owners shall fully cooperate to the Developer in this regard.
15. Parties to this agreement will coordinate with each other and will execute other and further agreement and/ or documents that may be required. The Land owner shall also execute and register irrevocable general power of attorney in favour of the Developer and /or its nominee for performing all acts and deeds, for development of the Project over the schedule land under the terms and conditions of this Agreement.
16. The Land Owner shall provide all information and documents as may be required by the Developer and shall provide every required and possible assistance and sign all applications, presentations, petitions, indemnities, affidavits, plans and such other documents either in the name of the Developer or in the name of its nominees/representatives for the purpose of the submission to the Director Town and Country Planning, Haryana or Urban Local Bodies, Haryana, municipal committee or any other government agencies or statutory authority to enable it to obtain necessary sanctions permissions and approvals from all or any of the authorities in connection with execution and completion of the project including the applications for obtaining licences and getting sanctioned the plans and or to carry out any modification or amendment there in for fully effecting the terms and conditions of this agreement.

GOVA REACTORS PVT. LTD.

For GOVA REACTORS PVT. LTD.  
  
 Authorised Signatory

For MVN TUTORIALS (P) LTD.



Authorised Signatory

MVN Infrastructure Projects LLP

For MVN Infrastructure Projects LLP

  
 Designated Partner

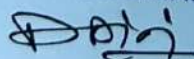


17. That during the development period of the project, the Developer shall be solely responsible and liable for payment of all dues to its workers and/or the contractors and statutory compliance of various laws rules and regulations in force with respect to the employment of personnel, payment of wages, compensation, welfare etc. All claims and demands for the development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owner.
18. Cooperation between the parties are the requirement of this agreement and the Land Owner shall not do any act of any nature due to which the development of the said Project and/or interests of the Developer are disturbed/jeopardized in any manner whatsoever and shall keep the Developer fully indemnified.
19. The Land owner has contributed the schedule land under this agreement irrevocably and forever and shall not have any right and/or occasion to terminate this agreement. Further, in the event of any dispute arising with any land owner from any third party relating to right, title, possession and interest pertaining to the schedule land as a whole or a part thereof, the same shall be settled and resolved by the Land Owner at its own cost and risk and the possession of the Developer upon the Said Land shall not at all be disturbed nor can it be taken away by the Land Owner under any circumstances and the same shall always remain with the Developer. If the Developer has to take action to save the schedule Land from such disputes, all the expenses shall be paid by the land owner and the Developer shall have a right to adjust all such expenses which may include settlement amounts, court and all legal expenses, fees etc. in the Land Owner's share without any objection of the Land Owner and all such expenses shall be a charge on the Owner's share in favour of the Developer.
20. That the Developer shall commence and complete the execution of the said project by arranging entire finance, equipment, material, infrastructure and expertise necessary to develop the said project in accordance with the sanction plans to be prepared and finalized by the Developer without any objection of the Land Owner including any modification/alteration/addition etc. thereof as per discretion of the Developer during the progress of the work of the said Project.
21. That all the expenses of any nature relating to the aforesaid project, including advertisements/brokerage charges, drawings, development expenses including Road, electric lines, demarcation of area/land, water tanks, STP, Fire extinguisher, any other amenities and facilities in the Project and construction thereof shall, except agreed by the Land Owner herein this Agreement, be borne exclusively by the Developer and the Land Owner shall not be liable to pay any expenses

GOVA Realtors Pvt. Ltd.

For GOVA Realtors Pvt. Ltd.  
  
 Authorised Signatory

For MVN TUTORIALS (P) LTD. For MVN Infrastructure Projects LLP



Authorised Signatory

  
 Designated Partner



whatsoever in this regard prior to procurement of occupation certificate by the Developer.

22. The Developer shall also ensure registration of the project in its name before the Haryana Real Estate Regulatory Authority and due compliance of Haryana real estate regulatory authority rules, framed and thereunder and all other applicable laws/bye laws etc. if applicable on the said Project. The Land owner shall not object to the registration of the project in its name and to any such compliance in any manner.

23. The Developer shall have exclusive rights, without any objection and involvement of the Land Owner to negotiate and deal with the prospective lessee for leasing out the built up area including fixing the lease rent, tenure and other terms and conditions with respect there to for leasing out the built up area in the said Project which is important for Developer to make the said project prominent in the market having good value.

24. That the Land Owner agrees that after the development of the Project over the schedule land, the Developer or its nominated agency, shall be liable and responsible for the maintenance services of the entire project and the Land Owner shall not have any claim and/or objection in this regard and the same amount of Maintenance that may be received from allottees shall not be a part of revenue.

25. The Developer shall have an absolute right to mortgage the said Land of the owner for any purposes to raise loans etc. for development of the said Project without written approval of the Land Owner.

26. Name of the Project and respective building/block will be decided and done by the Developer without any protest of the Land Owner.

## 27. NOTICES

Any notice or there communication to be given by any party to the other under, or in connection with the matters contemplated by, this agreement shall be in writing and shall be given by letter delivered by hand or registered post to the address for the attention of the person as set out in the body of the agreement and marked for such other attention as either party may from time to time designate by notice to the other

Sr. No	Party	Address	Addressee
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For GOVA Realtors Pvt. Ltd.  
GOVA Realtors Pvt. Ltd.

Authorised Signatory

For MVN TUTORIALS (P) LTD.

Authorised Signatory

MVN Infrastructure Projects LLP

For MVN Infrastructure Projects LLP

Designated Partner



1	M/s MVN Infrastructure Projects LLP	UF 14 MVN Athens, Damdama Dhaula Road, Sector 5, Sohna-122103, District Gurgaon, Haryana	The Designated Partner
2	Gova Realtors Private Limited,	695, Sector-17, Faridabad	The Director
3	MVN Tutorials Pvt. Ltd.	58A/1, Kalu Sarai, New Delhi	The Director


## 28. CONFIDENTIALITY


Each party hereby agrees that whatever information it receives from the other party under this agreement as also the terms of this agreement shall be treated by it in strict confidence and shall not be divulged to any third party whatsoever. This confidentiality shall be binding on all the parties in perpetuity and shall survive the maturity of this agreement.

The above provisions shall not apply if the disclosure of confidential information is required to be made pursuant to the orders / directions of any competent governmental authority or agency or by a competent court or if such information enters the public domain through no breach of confidentiality, is already down or is made known to a party by a third party under no obligation of confidentiality to the other party to this agreement, or, is independently developed by the other party.

29. That if any provision/terms/conditions of this agreement, at any time is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be suitably amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to the applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with the terms and conditions of this agreement.
30. Any addendum and/or amendment to this agreement may be done with the consent of all the parties herein.
31. **TERMINATION:** Parties to this agreement has given their free consent for the execution of this deed and willfully agreed and declared that the agreement done and the Power of Attorney that may be executed in furtherance is irrevocable and no party to this agreement shall have any right to terminate the agreement and the

GOVA REALTORS PVT. LTD.  
For Gova Realtors Pvt. Ltd.  
  
Authorised Signatory

For MVN TUTORIALS (P) LTD.  
  
Authorised Signatory

MVN Infrastructure Projects LLP  
For MVN infrastructure Projects LLP  
  
Designated Partner

POA. The agreement cannot be modified without prior approval of the Director General, Town and Country Planning, Haryana.

32. **DISPUTE RESOLUTION AND JURISDICTION:** All disputes shall be settled through mediation and discussion and failing which through Arbitration by the sole Arbitrator appointed with the consent of the parties or under the provisions of The Arbitration and Conciliation Act. Place of Arbitration shall be in Gurugram and proceedings shall be in English. The decision of the Arbitrator shall be binding and enforceable. The jurisdiction of the courts at Gurugram is exclusive.
33. All contents of the recital given herein above, shall be treated to be legally binding on the Parties. Parties have executed this irrevocable agreement with their free will and discretion without any pressure, threat and coercion after fully understanding the contents along with their obligations arising out of this agreement.

### LAND SCHEDULE

#### Schedule 1

The Land ad-measuring 16 kanal 00 Marla (i.e. 2.0 acres), falling in Rectangle number 39 Killa Number 2 and 3 (hereinafter referred as "Schedule Land" situated in the revenue estate of Village Harsaru, Hadbast No. 107, Tehsil Harsaru and District Gurugram, Haryana.

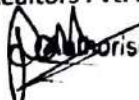
Land Owner	Village	Rect. No.	Kila No	Area
Gova Realtors Private Limited	Harsaru	39	2 & 3	8 K 0 M 8 K 0 M

#### Schedule 2

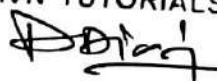
The Land land ad-measuring 26 Kanal 04 Marla (i.e. 3.275 acres), falling in Rectangle number 39 & 40 Killa Number 9/1, 11,12,15/2 situated in the revenue estate of Village Harsaru, Hadbast No. 107, Tehsil Harsaru and District Gurugram, Haryana.

Land Owner	Village	Rect. No.	Kila No	Area
MVN Tutorials Private Limited	Harsaru	39	9/1, 11, 12.	4 K 0 M 8 K 0 M 8 K 0 M
		40	15/2	6 K 4 M

For Gova Realtors Pvt. Ltd.  
GOVA Realtors Pvt. Ltd.

  
Authorised Signatory

For MVN TUTORIALS (P) LTD. For MVN Infrastructure Projects LLP



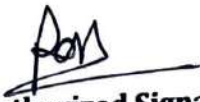




Authorised Signatory

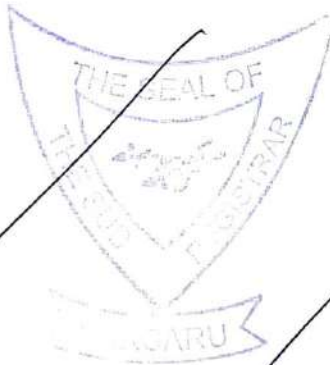


Designated Partner



IN THE PRESENCE OF WITNESS, THE PARTIES HAVE SIGNED AND EXECUTED THE AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED

Name	Signature
Gova Realtors Private Limited LAND OWNER	 (Authorized Signatory)
MVN Tutorials Private Limited	 (Authorized Signatory)
MVN Infrastructure Projects LLP, DEVELOPER	 (Authorized Signatory)
WITNESS 1 Name: Address	
MANOJ KUMAR Advocate Distt. Courts, Gurugram	PURSHOTAM KUMAR SHARMA G-66, Greenwood city Sector 46, GURGAON.
WITNESS 2 Name Address	



For Gova Realtors Private Limited  
  
Authorized Signatory

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MVN Infrastructure Projects LLP  
For MVN Infrastructure Projects LLP  
  
Designated Partner