

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 11/03/2022

Certificate No. G0K2022C1238

GRN No. 88138268



Stamp Duty Paid : ₹ 3130000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: P N G housing pvt ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Cuttack road jharpara

City/Village : Bhubneshwar

District : Bhubneshwar

State : Odisha

Phone: 87*****04



Buyer / Second Party Detail

Name : Sudish Finance Services pvt ltd

H.No/Floor : 806/807

Sector/Ward : Na

LandMark : Best sky tower nsp

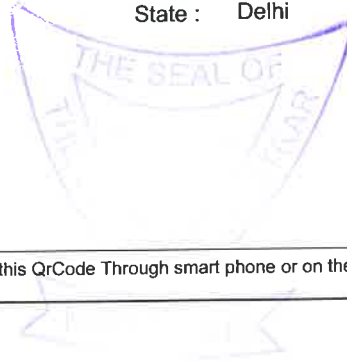
City/Village : Pitampura

District : New delhi

State : Delhi

Phone : 87*****04

Purpose : Collaboration Agreement



12-35

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 COLLABORATION AGREEMENT (hereinafter referred to as the 'Agreement') is executed at Gurugram, Haryana, on this 14th day of March, 2022;

BETWEEN

M/s P.N.G. Housing Pvt. Ltd. having its office at Cuttack Road, Jharpara, Bhubneshwar Odisha through its duly authorised person Mr. Gautam Budhraj vide board resolution dated 15th February 2022, hereinafter referred to as the 'LAND OWNER'), which expression shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include its legal heirs, representatives, executors, administrators, successors, nominees and the permitted assigns), being the FIRST PARTY

AND

For P.N.G. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

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Authorised Signatory

प्रलेख न:12035

दिनांक:14-03-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर नौरांगपुर

धन संबंधी विवरण

राशि 156431008 रुपये

स्टाम्प ड्यूटी की राशि 3128620 रुपये

स्टाम्प नं : G0K2022C1238

स्टाम्प की राशि 3130000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:88137374

पेस्टिंग शुल्क 0 रुपये

Drafted By: SHRINIWAS ADV

Service Charge:0

यह प्रलेख आज दिनांक 14-03-2022 दिन सोमवार समय 1:13:00 PM बजे श्री/श्रीमती /कुमारी

M S P N G HOUSING PVT LTD thru GAUTAM BUDHRAJAOTHER निवास CUTTACK ROAD JHARPARA
BHUBNESHWAR ODISHA द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

M S P N G HOUSING PVT LTD

उप/संयुक्त पंजीयन अधिकारी (Manesar)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी M S SUDHISH FINANCE SERVICES PVT LTD thru NEERAJ KUMAR
MISHRAOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी ASHOK KUMAR SHARMA पिता ---
निवासी ADV GG,M व श्री/श्रीमती /कुमारी ARUN KUMAR पिता MOOL CHAND
निवासी 683 SEC 22 GGM ने की ।

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



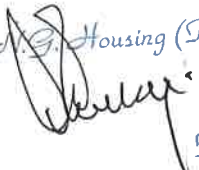
उप/संयुक्त पंजीयन अधिकारी (Manesar)

M/s Sudhish Finance Services Pvt. Ltd. having its registered office at 806-807, Best Sky Tower, NSP, Pitampura, New Delhi- 110034, through its duly authorised person **Mr. Neeraj Kumar Mishra** vide resolution passed in a meeting of the board of directors held on.....(hereinafter referred to as the 'DEVELOPER'), which expression shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include its authorized representatives or officers, successors and assigns), being the 'SECOND PARTY'

The First Party and the Second Party are hereinafter collectively referred to as 'PARTIES' and individually as the 'PARTY'.

WHEREAS the land owner represented that it is absolute owner in actual, physical and peaceful possession of part and parcel of land bearing Khewat No.1050, Khatoni No.1075, Rect. No.29, **5 min (6-16)** measuring 6 kanal 16 marla, Khewat No.129, Khatoni No.132, Rect. No.30, Killa No.2/3(1-16), 3/1(1-12) measuring 3 kanal 8 marla, Khewat No.701, Khatoni No.720, Rect. No.19, Killa No.21/2(3-11), Rect. No. 20, **Killa No.24/2/2 min (0-17)**, 25/2(5-11), Rect. No.30, Killa No.1(8-0), 2/2(0-12), measuring 18 kanal 11 marla, Khewat No.806 Khatoni No.826 Rect. No.19, Killa No.20(7-11), 21/1(4-9), measuring 12kanal,Khewat No.986 Khatoni No.1009 Rect. No.30, Killa No.2/1(5-12), measuring 5 kanal 12 marla **total measuring 46 kanal 7 marla (5.79375 Acres)** situated within the revenue estate of village Naurangpur, Tehsil Manesar District Gurugram. **(Herein after referred to as the said land)**

WHEREAS the land owner further represented that the said land is absolutely owned and possessed by the land owner, the same is free from all sort of encumbrances, lien, charges, mortgage, lease, acquisition, litigation, agreement, court case etc. and except the land owner none else has any right upon the said land in any manner.

For P. S. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

Authorised Signatory

Reg. No.

Reg. Year

Book No.

12035

2021-2022

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru GAUTAM BUDHRAJAOTHER M S P N G HOUSING PVT LTD

दावेदार :- thru NEERAJ KUMAR MISHRAOTHER M S SUDHISH FINANCE SERVICES PVT LTD

गवाह 1 :- ASHOK KUMAR SHARMA

गवाह 2 :- ARUN KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12035 आज दिनांक 14-03-2022 को बही नं 1 जिल्द नं 291 के पृष्ठ नं 56.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1626 के पृष्ठ संख्या 54 से 55 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 14-03-2022



उप/संयुक्त पंजीयन अधिकारी (Manesar)

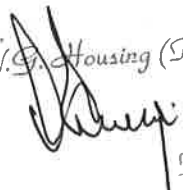
WHEREAS the land owner further represented that the said land falls in residential zone of Sector-78 in the Master Plan Manesar 2031 can be utilized for development of a Plotted colony under Deen Dayal Jan Awas Yojna (DDJAY) as per the policy of the State of Haryana.

WHEREAS the DEVELOPER along with its associate companies are reputed real estate company and holds sufficient expertise in the development of affordable Residential plotted Colonies under Deen Dayal Awas Yojna, Plotted Colonies, Affordable Housing Society, Commercial, Shopping Complexes, etc. and has developed various projects in and around NCR.

AND WHEREAS the LAND OWNER is now desirous of utilizing the SAID LAND for developing it in to a Residential Plotted colony under Deen Dayal Awas Yojna, but the land owner has financial constraints and also lack expertise in the development/ construction thereof and on the specific request and representation of the land owner/ first party to develop its land and both the parties hereto have mutually agreed to collaborate for the purpose of development upon the said land of the first party.

AND WHEREAS the parties hereto in good faith relying on the representations, assertions and assurances made to each other have agreed to develop the said land into a plotted colony and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing.

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

For P.N.G. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.


Authorised Signatory ³




1. The SAID LAND

Land bearing Khewat No.1050, Khatoni No.1075, Rect. No.29, **5 min (6-16)** measuring 6 kanal 16 marla, Khewat No.129, Khatoni No.132, Rect. No.30, Killa No.2/3(1-16), 3/1(1-12) measuring 3 kanal 8 marla, Khewat No.701, Khatoni No.720, Rect. No.19, Killa No.21/2(3-11), Rect. No. 20, **Killa No.24/2/2 min (0-17)**, 25/2(5-11), Rect. No.30, Killa No.1(8-0), 2/2(0-12), measuring 18 kanal 11 marla, Khewat No.806 Khatoni No.826 Rect. No.19, Killa No.20(7-11), 21/1(4-9), measuring 12kanal,Khewat No.986 Khatoni No.1009 Rect. No.30, Killa No.2/1(5-12), measuring 5 kanal 12 marla **total measuring 46 kanal 7 marla (5.79375 Acres)**situated within the revenue estate of village Naurangpur, Tehsil Manesar District Gurugram, more particularly described in the land schedule annexed hereto as ANNEXURE-I. The revenue plan/aks sijra along with demarcation of the SAID LAND is also attached herewith as ANNEXURE-II.

2. Possession of the SAID LAND

- a) The LAND OWNER shall transfer the actual, peaceful and vacant possession of the SAID LAND to the DEVELOPER simultaneously at the time of execution and registration of this collaboration agreement to enable the DEVELOPER to carry out its obligations under this Agreement and to develop the said land. To avoid any delay or complication and due to the fact that the said land is lying vacant, the actual, physical and peaceful possession of the said land shall be deemed to have been delivered on execution and registration of this collaboration agreement and no formal possession letter shall be required.
- b) The Actual, Physical and peaceful possession of the SAID LAND delivered to the developer, shall remain with the DEVELOPER and in the event of any dispute, not related to the parties hereto, arising with any third party relating to title, possession, and/or tenancies pertaining to the SAID LAND or any part

For P.N.G. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

Authorised Signatory



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 be disturbed by the LAND OWNER under any circumstances and the same shall remain subject to the terms, conditions of the present agreement.

3. Expenses for development of the SAID LAND

- a. That all the approvals/ CLU/ License for residential/ commercial, sanctioning of the zoning plan/ site plan and completion thereof shall be the sole responsibility of the Developer and all expenses shall be borne by the Developer itself. The Project shall commence from the date of signing of this Collaboration agreement and peaceful handover of vacant land by the land owner.
- b. That the developer shall be liable to pay the external development charges, internal development charges and all other charges, dues etc. imposed by the state or any of its departments in present or in future, the entire project including the share of the land owner. The developer shall also be liable to pay all the above mentioned charges qua the share of the land owner and at no point of time, the land owner will be liable to pay the said charges, nor shall the said charges be recoverable from the land owner by the developer. In case any penalty is imposed by the state or any of its department on account of non-payment of the above mentioned charges, qua the said land or the allocated share of the land owner then in such an eventuality the developer shall be liable for the same and shall also keep the land owner indemnified in this regard. However, in case, the land owner alienate/sell/transfer the area/plots of its allocation or any part of it, then the developer shall be entitled and shall be well within its rights to claim, club membership, and all other such charges from the purchasers, nominees, one transferees of the area falling under the share of the land owner. The land owner shall have no objection to this effect. The above entitlement of the developer is subject to exception that the area retained by the

For P.V.S. Housing (P) Ltd.

Director

For Sunish Finance Services Pvt. Ltd.

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land owner itself, it shall not be liable to pay any amount of EDC/IDC or enhancement thereof etc.

- c. That all expenses on development, construction and provisioning of infrastructure facilities and services in relation to development of the SAID LAND shall be borne by the DEVELOPER.

4. LAND OWNER SHARE AND AREA ALLOCATION

- a) That after development of the SAID LAND by the DEVELOPER at its own cost and expense, the LAND OWNER will be entitled to 55% of the total residential plotted area and commercial component with same sharing. The allocation of the land owner shall be made out of the residential plots and commercial as well, This area, hereinafter referred to the 'owner's allocation' refers to only actual plotted area and expressly excludes common areas and all other area utilized for infrastructure etc. and/or developed for any other purpose. The remaining 45% plotted area along with all permissible area i.e. commercial, shops etc. upon the said land shall exclusively belong to the developer.
- b) That the developer shall be entitled to utilize the said land for a plotted colony along with the permissible commercial and other area as per the policy of the State of Haryana. The plotted colony so developed over the said land or any part of it, shall also include a commercial component, such markets, shops, malls etc. The land owner has expressly requested that the land owner is taking its share in the form of plots in the plotted colony and same is the case in commercial area as per the decided sharing which is 55 percent which request has been acceded by the developer.

For P. S. Housing (P) Ltd.



Director

For Sudish Finance Services Pvt. Ltd.



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- c) That the allocation of the land owner's share shall be chosen by the conjoint and mutual consent and understanding of the land owner and the developer.
- d) That the developed plots of various sizes and locations shall be allotted to the LAND OWNER in the area developed on the SAID LAND, in the manner stated above.
- e) The DEVELOPER shall further demarcate the plots of various sizes and locations so identified by the Parties, in the manner stated above, to allocate the share of the LAND OWNER, within 45 days issuance of occupation certificate to the developer.
- f) That the developer shall tentatively demarcate and identify the share of the land owner in the draft copy of the lay out plan of the colony. The said identification of the share of the land owner, however would not be final and shall be subject to the sanctioned lay out plan, owing to possibility of changes in the final sanctioned lay out plan. The developer shall further inform the land owner about the sanctioning of the lay out plan along with a copy of the letter(s) and copy of the sanctioned plan, issued by the concerned department. That after demarcation of the share of the land owner share, the developer shall execute allotment letters and plot buyer's agreement of the plots falling within the share of the land owner within 45 days issuance of occupation certificate to the developer.
- g) That the LAND OWNER shall be at liberty to get the allotment letter and plot buyers agreement of plot(s) issued in its names in terms of this Collaboration Agreement.
- h) That the land owner and its transferees/nominees/alienees, shall be liable to pay the maintenance charges to the maintenance agency which will be undertaking

For Sudish Finance Services Pvt. Ltd.

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For P.N.S. Housing (P) Ltd.

Director


Authorised Signatory




the maintenance of the colony. The developer shall appoint a maintenance agency till the maintenance is taken over by the legal association as per prevailing laws and rules.

- i) That the developer shall record the transfer of plots made by the land owner, in the records maintained by the developer, for the transfers to attain legality. That one transfer shall be done free of cost.
- j) That all areas whether residential or commercial or of any other nature, except for the share of the land owner shall be the allocation/share of the developer. The developer shall be entitled to use, sell, utilize, allot etc the same as per its wishes and requirements.

5. AUTHORIZATIONS

That simultaneous to the execution and registration of this collaboration agreement, the land owner has executed an irrevocable General power of attorney in favour of the nominee of the developer including grant of authority and power to make all the applications to and represent the LAND OWNER before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity, sewerage and water supply Departments, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney also authorizes the DEVELOPER to submit all applications and to follow up the same on their behalf with Director General, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the DEVELOPER may be required to submit and follow up for development of the SAID LAND. The developer shall also be entitled to enter upon the said land, inspect the same, get the said land demarcated and measured and to do all acts, things as required for applying for sanctions/licenses/permissions for the proposed project.

For P. N. G. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

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6. Land free of charges & liens

- a) The LAND OWNER represents and assure the DEVELOPER that the SAID LAND is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the SAID LAND, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The LAND OWNER represents that all charges, such as land revenue, taxes, cess, etc. with respect to the SAID LAND and all other dues, such as electricity charges, water charges, etc. relating to the SAID LAND have been paid up to the date of this Agreement.

7. Consideration

- a) That the allotment of the land owner's allocation i.e. 55% area of the said land, after development of the proposed colony and the submission and provision of the said land to the developer for the development of the same into a plotted colony and the rights and title of the developer qua the land/project, except the land owner's allocation, remains consideration qua each other for entering into the present collaboration agreement, between the parties hereto.

This has been decided that a refundable / adjustable security of Rs 75,00,000/- (Seventy-Five Lakhs Rupees per acre) per acre that is Rs 4,34,53,125/- will be paid by the developer to land owner in following manner:

Cheque No.	Dated	Amount	Bank Name
000559	19.02.2022	51,00,000/-	ICICI Bank Lok Vihar ,Pritampura
000561	11.03.2022	2,50,00,000/-	ICICI Bank Lok Vihar ,Pritampura
000562	11.05.2022	1,33,53,125/-	ICICI Bank Lok Vihar ,Pritampura
Total		4,34,53,125/-	

For P.N.S. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

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- b) That when the developer develops the said land into a residential plotted colony, the land owner shall refund the aforesaid amount of interest free refundable security to the developer within a period of 45(Forty five) days from the offer of possession of the allocated area by the developer to the land owner. However, in case the land owner refuses or is unable to pay the said amount of interest free refundable security, the same shall be adjusted out of the allocated area of the land owner to the extent of 100 sq. yards per acre and the land owner shall be liable to receive the remaining area of its allocation.

8. The Time frame:-

- a) That the parties here to agree and acknowledge that the various time periods mentioned herein below for obtaining LOI/License/completion of project are subject to said land.
- b) That the DEVELOPER shall be bound to obtain the LOI for the proposed project within 18 months (with further grace period of six months) from the date on which said land would become eligible for development.
- c) The DEVELOPER shall offer the possession to the land owner of the OWNER' ALLOCATION of fully developed plotted area within 24 months from the date of grant of Haryana RERA for the SAID LAND.
- d) That the developer shall offer the possession of the plots falling to the share of the land owner, simultaneously to the offer of possession being made by the developer qua the plots falling in its share to its transferees/alienees/allottees.
- e) That any delay, in handing over the fully completed plotted area of Land owner allocation beyond the period, as agreed herein, shall entail payment of Rs.10/- per Sq. yd. per month of the Land owner allocation by the DEVELOPER for the period of such delay.

For P.M.S. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.


Authorised Signatory



- f) In the event of any delay due to any reasons attributable to the LAND OWNER, including non performance of any of their obligations under this Agreement then in that event the said period of delay shall be excluded from the aforesaid periods mentioned for obtaining LOI and completion of project.

9. Undertakings of the LAND OWNER

The LAND OWNER has assured the DEVELOPER that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and LAND OWNER further agree and undertake: -

- a) That the land owner shall use the plot buyer agreement and the documentations, brochures as being used by and provided by the developer for sale/transfer of the plots falling in the share of the land owner. That during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, lease, pledge or encumber or in any manner deal with the SAID LAND with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the SAID LAND in any manner, whatsoever.
- b) That the land owner shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever, subject to the terms and conditions of the present agreement. They shall not cancel the power of attorneys executed or to be executed in favour of the developer. The GPA shall be irrevocable and any act on the part of the land owner to cancel or revoke the same shall be deemed to be null and void.
- c) That on the sanctioning of Zoning Plan and Layout Plan, the Developer shall demarcate the area of the land Owner's and issue the Allotment Letters/ issue the Plot Buyer Agreements. The owner shall execute the General Power of Attorney in favour of the Developer or its Nominee in terms of the present Collaboration Agreement, simultaneously with the execution and registration of this collaboration agreement authorizing the developer to book, pledge, sell or deal with its area of allocation .

For P. N. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

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Authorised Signatory

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- d) By this sequence, the owner shall get its entitlement of plotted area, and as the owner is the registered owner of the land, out of which the plots have been carved out and Allotment Letter pertaining to the developed plot is issued by the Developer, as such Owner shall become full-fledged owner as far as the entitlement and ownership is concerned. On the other hand, the Developer on the strength of the present Collaboration Agreement supported by the registered General Power of Attorney and clubbed with the possession of land also becomes legally and lawfully entitled to develop the said land and to sell the developed land, plot, commercials in respect of the Developer's Share/allocation other than the Owner's share/allocation.
- e) To execute an irrevocable general power of attorney, having comprehensive powers relating to the said land, on obtaining the License/CLU for the proposed colony, in favour of the nominee of the developer. Since the developer has invested a lot in development of the said project, therefore the land owner shall not cancel or revoke this collaboration, GPA except where the developer fails to abide by the terms of this agreement. That the following powers not limited to, shall be included in the said GPA:
- i. To represent before any officer, authority, State/Central Government or local body including but not limited to DGTCP, HUDA, Urban Estate Department, Environment and Forest Departments, Mining Department, AAI, Fire Department, Haryana Renewable Energy Development Authority (HAREDA), RERA or any other authority/office of the Government of Haryana, Municipal Council / Local Body under Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963; Haryana Development and Regulation of Urban Areas Act, 1975, the various rules made there under for the various purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, give Bank Guarantees, as may be required, remove objections, make statements, file affidavits, undertakings,

For P.N.S. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd.

Authorised Signatory



representations, appeals, revisions, reviews, etc. engage advocates for the purpose of appearing and pleading, which may be connected and / or concerned with the development of the said Land in terms of this Agreement, or for any matter incidental thereto.

- ii. To apply for and to get the approval of demarcation plan, zoning plan, building plans, and to carry out any construction, addition, alteration or compounding of irregularities, if any, and for that purpose to deposit the requisite fees, security deposits, bank guarantees, earnest money and such other deposits as are required by the Government Authority (ies) for sanctioning the plans and to receive the plans duly sanctioned from such Authorities.
- iii. To apply for and to get the approval of service plan estimates, Occupation Certificate of towers and other buildings, Completion Certificate in respect of the developments on the said Land and for the said purpose remove all objections there from and do all such acts as may be necessary for the said purposes under its own signatures.
- iv. To apply for and to have all requisite licences and approvals transferred in the name of the Developer after 30 days of offer of possession being made to the land owner qua the plots falling to their share and retained by the land owner.
- v. To book/allot/sell plots and enter into binding contracts by executing agreements to sell/plot buyers agreement and also to transfer the built-up plots by executing conveyance deeds/sale deeds along-with proportionate right in the land underneath and to receive the entire sale consideration in its own name and for its own benefit and shall also issue receipts against receipt of payments / part payments and to transfer the amenities, facilities, community buildings and convenience stores, commercial space etc. in favour of such persons as it may deem fit and receive sale consideration in its name against the sale and also receive other incidental charges as may be more particularly mentioned in the Application form / any other agreements. All the bookings of plot, Execution of Plot Buyer Agreement

For P.M.S. Housing (P) Ltd.

Director

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For Sudish Finance Services Pvt. Ltd.

Authorised Signatory



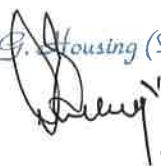
and all other transaction by the Developer shall always remain subject to the performance and completion of the project under this Collaboration Agreement.

- vi. To commence or institute or defend or respond to on behalf of the Land owner before any court in India and/or any governmental authority, directorate, forum, quasi-judicial authority, police authority, tribunal/administrative or departmental authority any notice, summons, suit, writ, injunction, investigation, criminal proceedings or other legal actions or proceedings related to the said Land.
- vii. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest and lien thereby creating third party right, title and interest over the said Land and construction thereon including execution of Sale Deed of plots developed built over the said land, and present the same for registration before appropriate authority including concerned Registrar of Assurances office and do all such acts, deeds or things to ensure due execution of the same. The developer however shall not sell/transfer the said land prior to making offer of possession of the plots falling to the share of the land owner, so retained by the land owner.
- viii. To execute Plot Buyer Agreements or conveyance Deed with the prospective purchasers or execute Declaration with respect to the building constructed thereon over the said Land and to receive the payments either in full or in part in its own name and give receipts thereof in its own name, as our attorney may deem fit and proper.

The Land owner hereby declare that all acts, deeds and things executed or performed under or by virtue of the above presents by the Developer as attorney, shall be binding on them and ratified as requested by the Developer.

The Land owner hereby represents and undertakes that all the acts, deeds and things executed or performed pursuant to the Collaboration Agreement and / or this Agreement or any document in pursuance thereof shall be fully

For P.N.G. Housing (P) Ltd.



Director

For Sudish Finance Services Pvt. Ltd.



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binding on them and be duly ratified, wherever necessary, on being demanded by the Developer, without any objection whatsoever.

10. Undertakings of the DEVELOPER

The DEVELOPER has assured the LAND OWNER that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the DEVELOPER further agrees and undertakes: -

- a. to file applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/state Government and other authorities under the relevant laws for development of the SAID LAND.
- b. to identify and demarcate the LAND OWNER share as stipulated in clauses above.
- c. to engage, at its own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary for development of the said land.
- d. to be responsible for compliance of all laws, rules, regulations and notifications laid by authority, State/Central Government or local body including but not limited to DGTCP, HUDA, Urban Estate Department, RERA etc during the time construction works are being carried out on the SAID LAND in terms of this Agreement.

11. Miscellaneous

- a) That in case any charge or deficiency is found in the title of the SAID LAND, the LAND OWNER undertakes to get the SAID LAND released from such charge and /or remove the deficiency within a reasonable period.
- b) The DEVELOPER shall have right to integrate additional land with the SAID LAND of the LAND OWNER, either with any land already owned by it or with any land acquired by it either through outright purchase or on

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collaboration, on such terms as it may deem fit and the LAND OWNER agree not to raise any objections or interfere in this.

- c) The DEVELOPER shall have absolute right and authority, to sell, transfer, assign, deal in any manner with the plotted area which comes to the share of the DEVELOPER in terms of the present Collaboration Agreement and also to receive advance, earnest money, sale consideration and /or all other payments, as the case may be, as provided herein, in respect of the DEVELOPER'S share.
- d) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the LAND OWNER and DEVELOPER, save and except what is specifically provided for under the terms of this Agreement.
- e) This agreement is irrevocable save and except in the circumstances specifically provided herein.
- f) That the developer shall be entitled to name the project and to market, advertise the project as well and the land owner shall have no role in the same.


12. Registration & Additional Clearances

- a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the DEVELOPER.
- b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the LAND OWNER and the DEVELOPER under this Agreement.

13. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement. (express or implied) between the Parties in relation to the SAID LAND.

For P.N.G. Housing (P) Ltd.


Director

For Sudish Finance Services Pvt. Ltd. ¹⁶


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14. Jurisdiction


That the Disputes/ Claims, if any, arising out of this Agreement is subject to the jurisdiction of Courts at Gurugram and the Punjab & Haryana High Court at Chandigarh.

15. Force Majeure:

Non-performance by either of the parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given to the other party.

FORCE MAJEURE shall mean any event beyond the reasonable control of a Party, its contractors and subcontractors including but not limited to war, civil war, armed conflict, (whether, in all cases declared or undeclared and including the serious threat of same), invasion and acts of foreign enemies, riots, sabotage, blockades and embargoes, civil unrest, commotion or rebellion, any act or credible threat of terrorism, any act of God, lightning, earthquake, flood, storm, nuclear, chemical or biological contamination or explosion, plague, epidemic, theft, malicious damage, strikes, lock-outs or other industrial action of general application, any act of any Authority (including refusal or revocation of a license or consent), or direction, shortage of components, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, break-down of transport, telecommunication or electric current.

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Director



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16. Termination

Subject to the terms and conditions of this agreement, Since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license for the proposed Project, it is the condition of this Agreement that after execution of this agreement , the Parties / nominees, legal heirs shall not cancel/terminate/repudiate/rescind this Agreement or cancel/terminate/ revoke any powers of attorney given under this Agreement or challenge the validity of this Agreement under any circumstance, except in terms of wilful breach or at any time assign any rights under this Agreement to any party. In such an eventuality, the Aggrieved Party besides other legal remedies available to it, shall be entitled to have this Agreement specifically enforced through a suit for specific performance at the cost and risk of the defaulting party. However, in the event the OWNER:

- a) do not perform any act as asked by DEVELOPER including signing / execution of any document for the purpose of seeking/obtaining/ licence/assignments any approval for development from the State Govt. and its functionaries; or
- b) are not able to provide the complete or valid title of the Said Land to the DEVELOPER; or
- c) violate any provision of this Agreement executed between the parties; or

17. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the

For P.N.G. Housing (P) Ltd.

Director

For Sudish Finance Services Pvt. Ltd. 18

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Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement. The OWNER and the DEVELOPER shall mutually indemnify and keep the other indemnified from and against any liability on account of income-tax, wealth tax or other tax liability and/or purchase consideration for the Said Land and development/construction cost.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

For Sudish Finance Services Pvt. Ltd.

DEVELOPER

AND

For P.N.G. Housing (P) Ltd.


Authorised Signatory
(Neeraj Kumar Mishra)


(Gautam Budhiraja) Director

Sudhish Finance Services Pvt. Ltd.


P.N.G. Housing Pvt. Ltd

WITNESSES:


(1)


ASHOK KUMAR SHARMA
Advocate
DISTT. COURTS, GURUGRAM
REG. NO. 3403

(2)


Arun Kumar
S.P. Sh. Mool chud
H.No 683 Sec 22B
Gurgaon.

(3)


Arun Mittal Ho
late Sh. G.P. Mittal
H/o Sonu, Gurgaon



Annexure 1
Land Schedule


Village Naurangpur

Tehsil Manesar Distt Gurgaon

Jamabandi year 2019-2020

Khewat No	Khatoni No	Rect No	Killa No	Land Details	
				Kanal	Marla
1050	1075	29	5 min	6	16
129	132	30	2/3	1	16
			3/1	1	12
701	720	19	21/2	3	11
		20	24/2/2 min	0	17
			25/2	5	11
		30	1	8	0
			2/2	0	12
806	826	19	20	7	11
			21/2	4	9
986	1009	30	2/1	5	12
			Total	46	7
			Total	5.79375 Acres	

For P.N.G. Housing (P) Ltd.


Director

For Sudish Finance Services Pvt. Ltd.


Authorised Signatory

