

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 09/04/2023

Certificate No. G0I2023D98

\*G0I2023D98\*

Stamp Duty Paid : ₹ 2800000

GRN No. 101360235

\*101360235\*

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ramprastha Bultech Pvt Ltd

H.No/Floor : Na

Sector/Ward : 44

LandMark : Plot no 114 gurugram

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 85\*\*\*\*\*48

Others : And others



Buyer / Second Party Detail

Name : Navraj Township Pvt Ltd

H.No/Floor : Na

Sector/Ward : 74a

LandMark : Dlf corporate greens

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 75\*\*\*\*\*54

Purpose : Collaboration Agreement

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://easr.haryana.gov.in>



413  
12/4/2023

DEVELOPMENT COLLABORATION AGREEMENT

THIS AGREEMENT OF DEVELOPMENT COLLABORATION is made and executed at Gurugram on this 12<sup>th</sup> day of April 2023

Between

1. **M/S RAMPRASTHA BUILTECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma (hereinafter referred to as "Owner No. 1").

2. **M/S S. A. PROPBUILD PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma (hereinafter referred to as "Owner No. 2").

For NAVRAJ TOWNSHIP PVT. L.  
Authorised Signatory



## डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर गाडोली कलां

## धन संबंधी विवरण

राशि 249084000 रुपये

स्टाम्प ड्यूटी की राशि 4981680 रुपये

स्टाम्प नं : G0120231298

स्टाम्प की राशि 2600000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:101378395

पेस्टिंग शुल्क 0 रुपये

डिफिशियेंसी स्टाम्प: g0120230411

डिफिशियेंसी Grnno: 101377381

डिफिशियेंसी शुल्क: 2382000

Drafted By: C P BATHEJA ADV

Service Charge:0

यह प्रलेख आज दिनांक 12-04-2023 दिन बुधवार समय 4:26:00 PM बजे श्री/श्रीमती /कुमारी  
RAMPRASTHA BUILTECH PVT LTD OR S A REAL BUILD PVT LTD AND BSY DEVELOPERS PVT LTD thru  
RAJESH KUMAR SHARMA OTHER RAMPRASTHA PROMOTERS AND DEVELOPERS PVT LTD OR  
RAMPRASTHA PROMOTERS PVT LTD thru RAJESH KUMAR SHARMA OTHER RAMPRASTHA DEVELOPERS PVT  
LTD AND RAMPRASTHA REALTORS PVT LTD thru RAJESH KUMAR SHARMA OTHER RAMPRASTHA  
TOWNSHIPS PVT LTD OR A S REAL BUILD PVT LTD thru RAJESH KUMAR SHARMA OTHER A S REAL CON PVT  
LTD OR BSY INFRASTRUCTURE PVT LTD AND S A INFRA CON PVT LTD thru RAJESH KUMAR SHARMA OTHER  
निवास PLOT 11 SECT 4 GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

प्रस्तुतकर्ता

RAMPRASTHA BUILTECH PVT LTD OR S A REAL BUILD PVT LTD AND BSY DEVELOPERS PVT LTD  
RAMPRASTHA PROMOTERS AND DEVELOPERS PVT LTD OR RAMPRASTHA PROMOTERS PVT LTD  
RAMPRASTHA DEVELOPERS PVT LTD AND RAMPRASTHA REALTORS PVT LTD RAMPRASTHA TOWNSHIPS  
PVT LTD OR A S REAL BUILD PVT LTD A S REAL CON PVT LTD OR BSY INFRASTRUCTURE PVT LTD AND S A  
INFRA CON PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी NAVRAJ TOWNSHIP PVT LTD thru RAJ SINGH AND NAVJEN

KUMAR OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SURENDER मिता HEERA RAM निवासी

PLOT 11 SECT 4 GURUGRAM श्री/श्रीमती /कुमारी VIJESH KUMAR निवासी JASWANT



Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 10/04/2023

Certificate No, G0J2023D411

\*G0J2023D411\*

Stamp Duty Paid : ₹ 2382000

GRN No, 101377381

\*101377381\*

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ramprastha Builtech Pvt Ltd

H.No/Floor : Na

Sector/Ward : 44

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City/Village : Gurugram

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Phone: 75\*\*\*\*\*54

Others : And others



Buyer / Second Party Detail

Name : Navraj Township Pvt Ltd

H.No/Floor : Na

Sector/Ward : 74a

LandMark : Dlf corporate greens

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 75\*\*\*\*\*54

Purpose : Collaboration Agreement

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For NAVRAJ TOWNSHIP PVT. LTD.

Authorized Signatory

3. M/S BSY DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma (hereinafter referred to as "Owner No. 3").

4. M/S RAMPRASTHA PROMOTERS & DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 4").

5. M/S RAMPRASTHA PROMOTERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma (hereinafter referred to as "Owner No. 5").

6. M/S RAMPRASTHA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 6").



पेशकती

दावेदार

गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकती :- thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA BUILTECH PVT LTD OR S A PROPBUILD PVT LTD AND BSY DEVELOPERS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA PROMOTERS AND DEVELOPERS PVT LTD OR RAMPRASTHA PROMOTERS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA DEVELOPERS PVT LTD AND RAMPRASTHA REALTORS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA TOWNSHIPS PVT LTD OR A S REAL BUILD PVT LTD thru RAJESH KUMAR SHARMAOTHER A S REALCON PVT LTD OR BSY INFRASTRUCTURE PVT LTD AND S A INFRACON PVT LTD

दावेदार :- thru RAJ SINGH AND NAVEEN KUAMROTHERNAVRAJ TOWNSHIP PVT

गवाह 1 :- SURENDER

गवाह 2 :- YOGESH KUMAR

3. RABINDER K

प्रमाण पत्र





7. **M/S RAMPRASTHA REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 7").
8. **M/S RAMPRASTHA TOWNSHIPS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Director/Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 8").
9. **M/S A.S. REALBUILD PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 9").
10. **M/S A.S. REALCON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 10").
11. **M/S BSY INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorised Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 11").
12. **M/S S. A. INFRACON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having having its Registered Office at Plot No. 114, Sector-44, Gurugram, Haryana through its Authorized Signatory Shri Rajesh Kumar Sharma(hereinafter referred to as "Owner No. 12").

(Hereinafter Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4, Owner No. 5, Owner No. 6, Owner No. 7, Owner No. 8, Owner No. 9, Owner No. 10, Owner No. 11 and Owner No. 12 collectively referred to as the "LAND OWNERS") which expression unless excluded by or repugnant to the context or meaning thereof be deemed to include the owners and his/her/their legal heirs, successors, representatives, executors and assigns etc. of the First Part.

AND

**M/S NAVRAJ TOWNSHIP PRIVATE LIMITED**, a company incorporated under Companies act 2013, having its registered office at Shop No.38, Vatika City Market, Sector-49, Gurugram, Haryana-122018, through its Directors **Raj Singh** and **Naveen Kumar**, (hereinafter referred to as "DEVELOPER") which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its subsidiary, companies,

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 413 आज दिनांक 12-04-2023 को बही नं 1 जिल्द नं 267 के पृष्ठ नं 168.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1774 के पृष्ठ संख्या 95 से 96 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 12-04-2023

उप/संयुक्त पंजीयन अधिकारी( कादीपुर )





associates, representatives, successors, liquidators, permitted nominees and assigns of the  
**Second Part.**

The parties of the FIRST and the SECOND PART are hereinafter collectively referred to as "Parties" and individually as "the Party".

## DEFINITION

**Definitions** – in this agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

- a. **"Agreement"** Shall mean this agreement including all schedule attached hereto or incorporated herein reference, as may be amended by the parties from time to time.
- b. **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order decree, ruling, bye-law, approval of any statutory or government authority, directive, guidance, policy, clearance, requirement or other governmental restrictions or any similar form of decision of or determination by, or any interpretation or administration having force jurisdiction over the matter in question, whether in effect as of the effective date or at any time there;
- c. **"Approvals"** means any permission, approval, sanction, clearance, consent, letter of intent, the license, lay out plans, building plans, order, decree, authorisations, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any governmental authority required under any statute or regulation for designing, planning, constructions, development, marketing and sale of the project, contemplated under this Agreement.
- d. **"Government Authorities"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub division thereof, including any municipality, district or other sub division thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the project;

WHEREAS THE FIRST PARTY is/are the lawful owner in possession of agricultural land measuring 6.919 Acres i.e. 11 Bigha-01 Biswa-08 Biswansi (Land Schedule and Land Details are annexed herewith as ANNEXURE-1), situated in revenue estate of Village Gadoli Kalan of Tehsil Kadipur and District Gurugramin State of Haryana vide FardJamabandi for the year 2018-2019 hereinafter referred to as to the 'said land'.

AND WHEREAS the DEVELOPER along with its associates companies contemplate to develop the said land by developing mix land use project comprising of residential high rise group housing project and Commercial thereon after obtaining the requisite license from the

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory





concerned authorities and getting the plans sanctioned/approved from the competent authority.

AND WHEREAS the LAND OWNERS are desirous for the development of the proposed mix land use project comprising of residential group housing/commercial on their land and has approached the developer, which is engaged in the development and construction of various type of buildings and is well reputed and experienced in the line of business and is confident that the developer is in a position to obtain permission for Change of Land Use/obtain license etc., to collaborate with them in the execution and completion of the said group housing project and Commercial on the said land.

AND WHEREAS LAND OWNERS are now desirous of utilizing the said Land for construction of an mix land use project comprising residential group housing project/commercial and after viewing the track record and expertise of the DEVELOPER in the real estate development, the LAND OWNERS have approached the DEVELOPER for development of the Said Land as an mix land use project comprising Group Housing Project/Commercial on collaboration basis at the expense of DEVELOPER and paid the consideration of agreed built up share to the LAND OWNERS.

AND WHEREAS The DEVELOPER has in good faith relying on the representations and confirmations of the LAND OWNERS accepted the proposal of the LAND OWNERS and has agreed to undertake the execution and completion of said mix land use project comprising of group housing project and/or commercial on the said land and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-**

1 That the recitals contained above shall form part and parcel of this Collaboration agreement.

2 That the subject matter of this Agreement of Collaboration between the LAND OWNERS and the DEVELOPER is the said land admeasuring **6.919 Acres i.e. 11 Bigha-01 Biswa-08 Biswansi (Land Schedule and Land Details are annexed herewith as ANNEXURE-1)**, situated in revenue estate of Village Gadoli Kalan of Tehsil Kadipur and District Gurugramin State of Haryana or thereabout for utilizing

For NAVRAJ TOWNSHIP PVT. LTD.  
  
Authorised Signatory





the same for Development of mix land use project comprising of Residential Group Housing Project and/or Commercial which fall in :-

Total measuring Area of owner/s share in mentioned Khewat is – **6.919 Acres i.e. 11 Bigha-01 Biswa-08 Biswansi (Land Schedule and Land Details are annexed herewith as ANNEXURE-1)**, situated in revenue estate of Village Gadoli Kalan of Tehsil Kadipur and District Gurugramin State of Haryana.

That LAND OWNERS have represented that they have unimpeachable absolute right, title and interest free from any/all claim(s), charge(s), lien(s), adjustments), liability(s), litigation(s) or any Encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the State of Haryana without any impediment of any nature. The LAND OWNERS have further represented that no notification for acquisition has been issued by the State Govt. under Land Acquisition Act. The LAND OWNERS have represented and assured that there is absolutely no encumbrance or obstruction in the title and possession of the said land or in the entitlement and capability of the Land Owners to enter upon the present collaboration agreement.

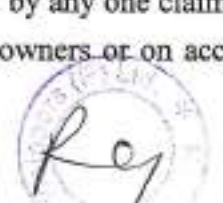
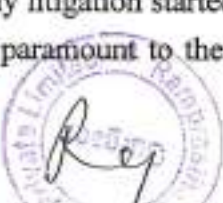
That all the rates, cesses and taxes due and payable in respect of the said land up to the handing over of the actual physical possession of the said land to the developer, shall be the exclusive liability of the LAND OWNERS and thereafter the liability on this behalf will be of the DEVELOPER.

That the LAND OWNERS have declared and represented to the DEVELOPER that there are no religious or family disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, unauthorized occupation, claim and litigations and acquisition and the owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this agreement in all respects and the DEVELOPER has entered into this agreement solely relying/acting upon these declaration and representation/undertaking of the LAND OWNERS.

That in case the said property or any part thereof comprised in and subject matter of this agreement, declared to be belonging to the LAND OWNERS, is lost on account of any defect in the owner's title or any litigation started by any one claiming through the owners or any one claiming title paramount to the owners or on account of any

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory







cause or causes whatsoever including relating to any outstanding(s) claim(s) taxes(s) etc. on the LAND OWNERS, the LAND OWNERS shall be liable for all the damages, losses, costs and expenses sustained by the developer and / or intending buyers of whole or part of the build/un-built areas and car parking(s) of the DEVELOPER share. The LAND OWNERS expressly agrees to keep the DEVELOPER and the intending buyers of whole or part of the developer's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the developer or the intending buyer may sustain or incur by reason of any case or cases whatsoever.

That the LAND OWNERS assured and undertakes that if there be any claim, demand, litigation against the LAND OWNERS/Said LAND/PROPERTY, then it is a condition of this agreement that the work of development and/or any other matter incidental to this agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented, obstructed or delayed in any manner whatsoever. It is agreed that claims with respect to the title/ownership, outstanding, demands, litigation and/or courts decree shall only be met and satisfied out of LAND OWNER'S share of the area of the project to be developed over the said LAND and/or proceeds thereof. In case of any losses to the Developer due to aforesaid, the same shall be borne by the land owners solely.

That the LAND OWNERS shall execute General Power of Attorney (GPA) and Special Power of Attorney and/or any other document or papers in favour of the DEVELOPER or its nominee to enable the DEVELOPER to apply for all regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required, the land owners will have to sign the same to enable the Developer to obtain the necessary license/permission and complete the development of the said Project on the said land. The LAND OWNERS shall sign the same without raising any objection in any manner whatsoever and within the stipulated period. That, if at any stage, any previous agreement/collaboration/development agreement executed by the land owners with any other party and/or any advance(s) taken by the land owners in relation to the said land or any part thereof, is noticed and the project is delayed, then the time agreed for development shall be deemed as extended and it shall be sole obligation of the land owners to settle all such claim/claims at it's own risk & cost and the owners do hereby keep the developer indemnified against any/all such/similar claims/losses.

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory









9

That the LAND OWNERS represent and assure the DEVELOPER that the said Land is in their peaceful possession and LAND OWNERS have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, prior mortgages or encumbrances of any kind whatsoever and shall keep the said land free from all such charges, claims, litigation, mortgage & encumbrances till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into the collaboration agreement relying/acting upon these declarations and representations/undertakings of the LAND OWNERS.

10

That the LAND OWNERS shall furnish documentary proof of their title to the said land as and when required by the Developer and/or the concerned authorities as may be required from time to time.

11

That the LAND OWNERS will assist the developer to defend and otherwise in respect to any proceeding that may be initiated by any person in regard to the said portion of the said land which may be instituted at any time hereafter before any court or other authority and all costs in regard thereto, shall be solely borne by the LAND OWNERS.

12

That LAND OWNERS will hand over the actual physical possession of the said land to the DEVELOPER for the purpose of developing the mix land use project comprising of Group Housing Project and/or Commercial as agreed to be developed, with immediate effect after getting the LOI for the said project by the DEVELOPER, to enable the Developer to discharge its part of obligation enunciated in the present agreement. Such delivery of possession does not require any other act on the part of the LAND OWNERS or the DEVELOPER such as execution of a possession letter etc. and the actual and physical possession of the said land has vested with the DEVELOPER simultaneously upon execution of the present agreement. After the execution of this agreement, in the event of any dispute arising with any party relating to title, possession, tenancies pertaining to the said Land or any part thereof, the same shall be settled by LAND OWNERS at their own cost and risks and the possession of the said Land which vests with the DEVELOPER, shall not be disturbed by the LAND OWNER for any reason. However, in case, the license is not received as per the stipulation given in this agreement, the possession would always deemed to be with the Land Owners and the Developer can only claim the possession in case the LOI and License of the Project is received otherwise for all purpose the Land Owners remains to be owners in possession of the above said land.

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory







13

That it is agreed between the parties after the possession of the said land/property delivered/handed over to the DEVELOPER for the purpose of the above mentioned project, thereafter such Possession shall not be disturbed in any manner and DEVELOPER shall not be dispossessed there from till the project building is complete. The building shall be deemed to have been completed when the structure of the building has been completed and Occupation Certificate has been received.

14

That the DEVELOPER shall develop, construct and complete the total development and construction of the aforementioned land at its own cost and expense after procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities.

15.

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, RERA Registration of all competent authorities for developing of mix land use project comprising of Residential Group Housing and/or Commercial. The LAND OWNERS agree 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 LAND OWNERS 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. That the developer has assured the Land Owners that developer will apply for the license, building plans, RERA Registration etc. and all relevant permissions from the government within 06 (Six) months with a grace period of 03 (Three) Months from the date of signing of this agreement.

16.

That the present agreement shall remain in force for the period of 60 (Sixty) months with a grace period of 06 (Six) months from the date of signing. The developer undertakes to obtain the license and complete and hand over the project within the said period. If there is any further delay in completing the said Project within above specified timeline then LAND OWNERS shall be entitled for penalty @ Rs 05 per Sq.Ft, per month, on LAND OWNER's Share, from the DEVELOPER, further the DEVELOPER shall keep the LAND OWNERS indemnified against any loss or claim or damage, so caused due to such delay. LAND OWNERS, shall be at liberty to allow necessary time extension to complete the said Project or to cancel the present development collaboration agreement.

For NAVRAJ TOWNSHIP PVT. LTD.

*Rajendra Singh*  
Authorised Signatory







17. That the DEVELOPER will pay the license fees to the government department while applying for the same for the development of the same with its own finances and accounts. That in case, due to any unavoidable circumstances if the department does not issue the license for the development of the project, the Land Owners will refund to the Developer, the whole refundable security amount received by it from the Developer on account of this agreement along with all the fees & charges as paid by the Developer to the concerned department for obtaining the license.

18. That it is of utmost importance here that if there is any kind of delay beyond reasonable time caused by the Land Owners in signing and/or handing over of any of the required documents including original(s) and/or copies thereof etc. including but not limited to signing/stamping/endorsing any of the required documents to the developer then such delay will not result in to any kind of penalty and such delay shall be reasonably compensated by the Land Owners in the form of time extension, as may be required.

19. That the Building Plans for the proposed mix land use project comprising Residential Group Housing and/or Commercial 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 presently or in future.

20. That all licenses, approvals, sanctions etc. wherever required for development on the said land shall be procured by the Developer at its own cost and expenses and in its own name. All expenses towards scrutiny fee, External Development Charges, Internal Development Charges and any other Charges, fee etc. payable to the concerned authorities shall be paid by the Developer only.

21. That it is agreed between the parties that in lieu of the owner providing his land free of cost to the developer, the developer shall deliver/handover the possession of developed share in the fully/developed land/project, free of cost, within 60 (Sixty) months with a grace period of 06 (six) months from the date of this Agreement, as per above mentioned clause 16 of this Agreement.

22. That it is further agreed by the DEVELOPER and the LAND OWNERS that the DEVELOPER may apply for License for the entire land/area/acres mentioned in this agreement or in part thereof and in that case the owner entitlement for the developed area would be to the extent of land used to obtain the license and also agreed between

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory



Уполномоченная

Генеральный директор ООО "ГД"





the parties that if the entire land under the agreement is not used then the agreement will remain in force for the balance land for the future development/extension of mix land use project comprising Residential Group Housing and/or Commercial on the said land and the term with respect to time would apply as mentioned in clause 16 of this agreement and term with respect to parties allocation would apply as mentioned below in this agreement.

23. That it is further agreed between the LAND OWNERS and DEVELOPER that in lieu of the Developer agreeing to develop the said land for mix land use purpose comprising of Residential Group Housing and/or Commercial and agreeing to obtain the licenses at its own cost and expenses and in consideration of the deposit to be made by the DEVELOPER to the LAND OWNERS, the parties hereto have agreed to share the entire Developed/built up area in the said project in the following manner: -

#### OWNERS ALLOCATION

- (a) That in consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Collaboration Agreement and other good and valuable consideration, each of the Parties hereby agree that the LAND OWNERS shall be entitled to get 28.50% (Twenty Eight Point Five Zero Percent) of the whole of saleable area of the RESIDENTIAL and similarly 28.50% (Twenty Eight Point Five Zero Percent) of the whole of saleable area in COMMERCIAL as granted by the authorities in respect of the above stated land of the LAND OWNERS.

- (b) That the LAND OWNERS shall be given /allotted the above stated 28.50% (Twenty Eight Point Five Zero Percent) of the whole of saleable area of Residential and 28.50% (Twenty Eight Point Five Zero Percent) of the whole of saleable area of Commercial at different locations, category wise and as per the different size and dimensions of units/apartments/shops as per the layout sanctioned by the authorities.

- (c) The allocation of the 28.50% (Twenty Eight Point Five Zero Percent) of the saleable area of Residential and 28.50% (Twenty Eight Point Five Zero Percent) of the saleable area of Commercial, according to the building plan will be decided mutually by both the parties and will segregate their respective areas within 01 (One) month from the date of obtaining the approval of building plan(s).

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- (d) That the 28.50% (Twenty Eight Point Five Zero Percent) of Residential and 28.50% (Twenty Eight Point Five Zero Percent) of Commercial net saleable area shall be calculated for the net salable area approved and granted by the concerned department/s in respect of the total acres of land of the Land Owners and the Land Owners shall have no claim, right or title and interest in respect of any other saleable area granted or allowed in respect of other land of other Land Owners including Developer, which is simultaneously developed by the builder/developer in the said Complex/Township colony.

- (e) That the LAND OWNERS shall get Rs.50,00,00,000/- (Rupees Fifty Crores Only) as a Refundable Security Deposit from the Developer, out of which the DEVELOPER shall pay the amount of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) before the signing of this agreement and the balance amount of Rs.35,00,00,000/- (Rupees thirty Five Crores Only) shall be payable within a period of 06 (Six) months from the signing of this agreement. The DEVELOPER shall apply and receive the requisite licenses, building plan approvals and RERA registration certificate from HRERA Gurugram within 06 (six) months with a grace period of 03 (Three) months from the date of signing of this agreement.

- (f) That in addition to above mentioned Owner's Allocation of 28.50% (Twenty Eight Point Five Zero Percent) of Residential and Commercial net saleable area approved and granted by the concerned department/s, the Developer shall allocate additional 4.50% (Four Point Five Zero Percent) of Residential and also of Commercial net saleable area approved and granted by the concerned department/s to the Owners and this additional area shall be sold by the Owners to intending purchaser(s) for refunding the above mentioned Security Deposit of Rs.50,00,00,000/- (Rupees Fifty Crore Only) to the Developer. That the Owners shall ensure that the above said security deposit shall be refunded to the Developer before applying of Occupation Certificate for the above project by the Developer.

That sale and marketing of the developed area shall be conducted by the Developer on the terms and rates fixed by the Developer. All marketing expenses pertaining commissions to agents/brokers, brochures, advertisements etc. shall be borne by the developer.

(h) LAND OWNERS shall be entitled absolutely to their unsold respective saleable share in area i.e 28.50% (Twenty Eight Point Five Zero Percent) of Residential and 28.50% (Twenty Eight Point Five Zero Percent) of Commercial area and shall be at liberty to sell, transfer or deal therewith in any manner they deem fit; and proper without any

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interference, permission, right, claim or interest thereon whatsoever of the other subject from the developer, however to the general restrictions for mutual advantage inherent in the Project. They will also be at liberty to enter into agreements for sale of their respective areas save that both shall adopt the same covenants in their respective agreement with the Unit owners, at least insofar as the same relates to common portions, common expenses and other matters of common interest.

- (i) That it will be the sole liability of the DEVELOPER to pay EDC and IDC which is payable in respect of the development on the said land mentioned herein from his own accounts only to the government departments and cannot claim for the same from the LAND OWNERS.

- (j) That for the purpose of mutual advantage of the LAND OWNERS and the DEVELOPER, inherent in the Project, in case the LAND OWNERS at any time during or upon completion of the Development of the Project, decides to sell whole or part of their share in the Project at a price of their willing then the DEVELOPERS shall have the First Right of Refusal. Developer shall be allowed a maximum of 15 (Fifteen) days to exercise this right from the date of receiving a formal offer in writing from the LAND OWNERS. If the DEVELOPER fails to exercise this right within a period of 15 (Fifteen) days then such rights shall be automatically waived off and the LAND OWNERS shall be free to deal with their area in any manner as per their willingness.

#### DEVELOPER'S ALLOCATION

- (a) That the DEVELOPER shall be entitled to and become owner of the remaining/balance 67.00% (Sixty SevenPercent Only) of the whole of saleable area of the RESIDENTIAL as well as COMMERCIAL and other common facilities and amenities in respect of the said mix land use project comprising of Residential Group Housing Project and/or Commercial to be developed over the said land.

- (b) The Common Area of the project such as roads, services, community sites and other structures will be owned/controlled by the Developer. The Developer, on the basis of GPA, shall be entitled to book the units and or enter into agreement to sell with third parties, to execute deeds of conveyances of such saleable area and various units of the said project in such part(s) as shall be required only in accordance with the norms of the government and Real Estate Regulatory Authority Act, 2016. Further Developer shall confirm such sale by executing all and every transfer document/deed in favour

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of the intending purchaser(s). The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser(s). The Owners shall execute further GPA in Developer's or its nominee favour such that developer shall be fully entitled to sell its share of the unsold area and receive consideration directly in its name. The Owners however, at all times shall co-operate for such purpose and shall execute any further documents to effectively and legally transfer and convey developer's unsold area in third party favour, without being entitled to any further money or consideration for that matter.

24. That Refundable Security Deposit **Rs.50,00,00,000/-** (Rupees Fifty Crores Only) shall be paid by the Developer to the Land Owners for the **Land measuring 6.919 Acres i.e. 11 Bigha-01 Biswa-08 Biswansi (Land Schedule and Land Details are annexed herewith as ANNEXURE-1), situated in revenue estate of Village Gadoli Kalan of Tehsil Kadipur, District Gurugram, Haryana** out of which **Rs.15,00,00,000/-** (Rupees Fifteen Crores Only) is received at the time of signing of this Agreement, the receipt whereof the Owners have admitted and acknowledge and balance **Rs.35,00,00,000/-** (Rupees Thirty Five Crores Only) will be paid within a period of 06 (Six) months from the date of signing of the agreement. The payment to the owner has been made in following manner:-

Cheque No.	Amount (Rs.)	Date	In Favour of	Drawn On
000801	Rs.8,46,884/-	11.04.2023	M/S AS Realcon Pvt. Ltd.	ICICI Bank
000802	Rs.49,25,990/-	11.04.2023	M/S AS RealBuild Pvt. Ltd.	ICICI Bank
000803	Rs.3,38,753/-	11.04.2023	M/s BSY Developers Pvt. Ltd.	ICICI Bank
000804	Rs.50,81,300/-	11.04.2023	M/s BSY Infrastructure Pvt. Ltd.	ICICI Bank
000805	Rs.2,04,26,830/-	11.04.2023	M/s RamprasthaBuildtech Pvt. Ltd.	ICICI Bank
000806	Rs.99,93,225/-	11.04.2023	M/s RamprasthaDevelopers Pvt. Ltd.	ICICI Bank
000807	Rs.3,34,94,241/-	11.04.2023	M/s RamprasthaPromoters Pvt. Ltd.	ICICI Bank
000808	Rs.55,89,431/-	11.04.2023	M/s RamprasthaRealtors Pvt. Ltd.	ICICI Bank
000809	Rs.61,40,979/-	11.04.2023	M/s RamprasthaTownships	ICICI Bank

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			Pvt. Ltd.	
000810	Rs.3,35,89,060/-	11.04.2023	M/s Ramprastha Promoters and Developers Pvt. Ltd.	ICICI Bank
000811	Rs.74,52,575/-	11.04.2023	M/s S. A. Infracon Pvt. Ltd.	ICICI Bank
000812	Rs.2,21,20,732/-	11.04.2023	M/s S. A. Propbuild Pvt. Ltd.	ICICI Bank

25. That DEVELOPER at its absolute discretion shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.

26. That the DEVELOPER will develop the 24 Meter Roads on the said land in the said projects as per the approved plans. That DEVELOPER will allow the LAND OWNERS and will not create any hindrance to the LAND OWNERS to use the roads in the present mix land use project. It has been specifically made clear that the LAND OWNERS own other lands around/adjoining the present land and as such the Developer undertakes that it will not create any hindrance in free usage by the LAND OWNERS. That DEVELOPER further assures and undertakes that the said 24 Mtr Road shall be available for free movement, free access to the Land Owners, enabling the Land Owners for approaching, for getting license and/or developing such other land/adjoining lands as owned by the Land Owners, anytime in future. That DEVELOPER shall not have any objections and never stop the LAND OWNERS for using the said 24 M roads in the present project for above mentioned purpose.

27. That, in case, use of the owners land, either whole or in part, does not get converted into mix land use project Residential Group housing and/or Commercial from agriculture land or it does not become the part of the Developer project, then, this collaboration agreement shall remain in force with respect to the owner's land which is not falling into Residential/Commercial use or is not a part of Developer project and the owner shall not claim any right/title from developer in the form of developed area in the developer's other projects.

28. That the DEVELOPER shall commence and complete the development of the said mix land use project comprising of Residential Group Housing Project and/or Commercial by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the project in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the

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progress of the work. That the developer shall with its own manpower/contractors and material and at its own costs carry out and complete the development/ construction works on the said Land in accordance. All claims pertaining to the labour or arising out of the construction of any kind or any manner shall always be the liability of the DEVELOPER and not of the LAND OWNERS. That the Developer is fully empowered and entitled to assign agreement in favour of any third party at its absolute discretion without any recourse to the owners and the owners shall have no objection for such assignment.

That the DEVELOPER shall be responsible for compliance of all laws, rules, regulations and notifications regarding the said project during the time of construction works are being carried out on the said Land in terms of this Agreement. To abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.

30. That the DEVELOPER shall pay and bear as aforesaid all taxes, cesses and levies payable for the said land and building from the date of the commencement of this development collaboration agreement and in case the DEVELOPER fails to pay any of the said taxes then the DEVELOPER shall indemnify the LAND OWNERS for all or any recoveries that may be affected by the Government Department or Authority.

31. The DEVELOPER alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the developer and the owner shall be absolved of and indemnified by the developer of any financial or other liability in this regard.

32. The LAND OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said mix land use project comprising of Residential Group Housing Project and/or Commercial and/or booking and sale of developer's share of developed, built or un-built areas of the Project. However, if any defect is pointed out in the development while the work is in the progress by the owner, the same will be removed and rectified by the developer.

33. It is agreed between the parties that the possession of the said land once delivered/handed over to the developer for the purpose of aforementioned project, the

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Developer shall not be disturbed nor any interference caused by the owner till the project is complete. It is clarified that the ownership in the said land shall continue to vest exclusively in the owner and developer shall not be entitled to claim any right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided hereinafter which the ownership in the property shall be of both the parties as per their respective shares.

34.

The DEVELOPER shall rectify defects in the development or in the material utilized or to be used promptly as may be intimated to it in writing during the course of development. In the event of any difference of opinion in this respect, the decision of the architect of the project will be final.

35.

The DEVELOPER and the LAND OWNERS shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts, subject to provisions of this Agreement. The DEVELOPER shall be entitled to enter into any agreement to sell/lease/rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favour of such purchaser. The LAND OWNERS shall also join hands in executing the documents in favour of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favour of such purchaser. The maintenance service of the Project will always be vested with the developer and/or an agency appointed by developer and the owner shall be responsible to pay all the charges, which are chargeable by the developer for the maintenance services and/or agreed to be paid to the said agency without any demur.

36.

The LAND OWNERS shall execute General Power of Attorney in favour of the developer and/or its agents, nominee of the developer to enable the developer to obtain necessary sanctions, permissions, approvals, connections, raw materials etc. and also to enable the developer to discharge its part of obligation under this Collaboration Agreement and to let/sell area of its share.

37.

The LAND OWNERS and the developer shall be bound to comply with all the terms and conditions of Licenses and Agreement with Town & Country Planning Department in respect of the project sought to be developed, which have been duly seen and examined by developer.

38.

The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other

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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.

39.

It is an integral and essential term of this agreement that the said mix land use project comprising of Residential Group Housing and/or Commercial shall be designed, planned, marketed, constructed, executed and named as decided by the DEVELOPER without any objection whatsoever from the Land Owners.

40.

That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed areas by and between the parties as mentioned hereinabove.

41.

That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event, the subsequent agreement shall prevail over this agreement.

42.

That all original documents in respect of the said land shall be kept with Developer and this Collaboration Agreement is irrevocable by the parties.

43.

If the performance of this Agreement by the DEVELOPER is prevented in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) strike or lockout, riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies (viii) restraint from courts, (ix) COVID-19 breakout and lockdown, delay in grant of sanctions/permissions due to change in policies of the government or due to procedural delays etc., the DEVELOPER shall not be responsible for fulfilling its obligations contained in this agreement, even those which are time bound, during the subsistence of the force majeure conditions.

44.

The DEVELOPER shall endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and inform the LAND OWNERS as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

45.

That notwithstanding the execution and registration of the attorney, the LAND OWNERS 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

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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.

#### OBLIGATION OF THE LAND OWNERS:

It is agreed by and between the Parties that the LAND OWNERS shall have the following obligations, including the other conditions specified in the rest part of the agreement, which shall be performed by him at its own cost and expenses:

- a. It is of utmost importance for the timely execution of the said project on the said land that the Land Owners ensure timely delivery/handover of all the required/necessary documents whether in original(s) or copies thereof including but not limited to signing/stamping/endorsing all the required documents as may be required deemed necessary by the Developer/Government agency/Department for obtaining all necessary clearances & approvals including but not limited to LOI, License and Occupation Certificate, as and whenever required.
- b. To bear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this agreement at its own cost and expenses.
- c. That after the execution of the present agreement the possession of the said land has been delivered to the DEVELOPER and the DEVELOPER shall be entitled to use and utilize the said land to develop the proposed mix land use project comprising of Residential Group Housing and/or Commercial.
- d. To keep the title of the said land free from all sorts of lien, charge, mortgage, encumbrances and marketable so as to enable the Developer to complete the Project.
- e. To sign, apply for and submit for all permissions and sanctions jointly with the Developer with the Government and or other authorities including the sanction of Building Plans, Revised/Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- f. To accompany the DEVELOPER to the offices of Government of Haryana/Town & Country Planning Department and to be present for site inspection as and when required by the DEVELOPER on prior intimation of 03 (Three) days and to sign/execute all the documents, letters and papers as and when demanded by the DEVELOPER, including, but not limited to,

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- g. To permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.

- h. To execute and sign all necessary documents, required by the relevant Government authorities, for smooth execution of the Project including obtaining temporary/permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so, the owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.

- i. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.

- j. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favour of Prospective buyers / tenants / Licensees.

- k. To execute and sign all necessary documents of transfer of the developed area/ built up units including sale deed or Lease Deed in favour of prospective buyers/tenants/Licensees for transfer of title of the developed area/plot/built up units of the developers share upon completion of the Project.

- l. To defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project.

- m. Not to enter into any agreement or arrangement for the development of the said land except the Developers or its nominee/s.

- n. In case of any amount/fees deposited with the Government/any other authority is refunded to the Owner, the same will be returned by the Owner 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 interest @12% p. a. on the amount so received.

#### 47. OBLIGATIONS OF THE DEVELOPER:

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It is agreed by and between the parties hereto that the following shall be the obligations and responsibility of the DEVELOPER, which shall be performed by it at its own cost and expenses:

- a. Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to the appropriate authorities, for grant of approval and sanction, to fulfill the objects of this agreement.
- b. To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
- c. To develop the said Land to carry out and manage the constructions for the said project as per the building plans and other approvals as may be issued by the concerned authorities.
- d. To complete the said project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and underground water storage tanks electrical and telephone lines etc.
- e. To enter into contracts, agreement or arrangements with any person for the construction or development of the said project at its own cost.
- f. To discharge, pay and deal with all employees, may be workmen, officials or otherwise who are engaged or working with the said project, directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.
- g. Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow – up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
- h. To comply and adhere to all government formalities, including but not limited to the terms and conditions of License and various other approvals, as may be applicable from time to time.
- i. To provide quarterly progress report of the project to the LAND OWNER.
- j. To provide the Copy of Status report/ progress report of the project as may be submitted to the RERA Authorities.
- k. Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.
- l. To bring in finance for development of the said project in terms of this agreement as and when required for the said Project in time so that the

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development of the project is not hindered on any account whatsoever particularly for non – availability of finances.

- m. To determine the sale price / lease amount / license fees of the built up units of the said project from time to time.
- n. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers, third parties and / or prospective purchasers / allottees / transferees / Licensors etc. All claims pertaining to the labour or arising out of the construction of any kind or any manner shall always be the liability of the DEVELOPER and not of the LAND OWNERS.
- o. To abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.
- p. To abide by and sale the units in accordance with and comply all the rules and regulations under Real Estate Regulatory Authority Act. Developer undertakes to sale and comply all the laws as per HARYANA REAL ESTATE REGULATORY AUTHORITY.
- q. **SECURITY DEPOSIT:** The Developer shall deposit a sum of Rs.50,00,00,000/- (Rupees Fifty Crores Only) with the Owners towards the Refundable security deposit. The said amount of security deposit is paid in the above mentioned manner.
- r. The developer specifically undertakes not to mortgage the land of the owners or create any charge or lien and will not take any loans on the same for the finances for the development of the project. However, the developer can avail loans/finance through mortgaging and/or creating lien, charge Specifically and only upon its own share i.e:67.00% (Sixty Seven Percent Only) of whole saleable area in the said residential Group Housing and/or Commercial. LAND OWNERS shall have no objection to the same.

#### 48. INDEMNIFICATIONS

- i. The LAND OWNERS hereby agree to indemnify the DEVELOPER and keep the DEVELOPER indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the DEVELOPER and against all the losses damages, costs and expenses that may be suffered by the DEVELOPER on account of the following:

- a) Any of the representations, statements and assurances made by the LAND OWNERS is found to be false, fraudulent or misleading.

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unauthorized signature

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b) Any defect in the title of the said Land.

c) Possession of the said Land getting disturbed by the LAND OWNERS themselves or by anybody claiming under them.

ii. The DEVELOPER also hereby agrees to indemnify the LAND OWNERS and keep the LAND OWNERS indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the LAND OWNERS and against all losses, damages, costs and expenses which the LAND OWNERS may suffer on account of the following:

a) Any of the representations, statements and assurances made by the DEVELOPER are found to be false, fraudulent or misleading.

b) Non-observance by the DEVELOPER of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.

c) Breach of any terms and conditions mentioned in this agreement.

49.

That in the event of any dispute or difference arising between the Parties hereto, relating to OR connected with this Agreement OR claims pertaining thereto OR as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably., the same shall be referred to the sole Arbitrator. Total 3 Arbitrators will be appointed for the Arbitration Proceedings. 1 Arbitrator will be appointed by the LAND OWNERS, 1 Arbitrator will, be appointed by DEVELOPER and 3<sup>rd</sup> Arbitrator will be appointed mutually by the 2 Arbitrators, whose decision shall be final and binding of the parties. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any amendment thereof. The proceedings of arbitration shall be at Gurugram, Haryana. However, in the event such

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disputes/differences cannot be amicably resolved. The Courts at Gurgaon and the Hon'ble Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction on all matters relating and incidental to this agreement.

The Parties herein agree that in terms of this Agreement, the LAND OWNERS have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the DEVELOPER and making representations to make the DEVELOPER undertake construction works and in view of the above irrevocable steps and representations, the DEVELOPER has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the LAND OWNERS that, they shall perform and complete their obligations under this Agreement the LAND OWNERS further agree that they shall not rescind, terminate or defeat the purpose of this Agreement.

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 all such matters.

#### REGISTRATION & ADDITIONAL CLEARANCES

- i. 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.
- ii. Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the LAND OWNERS and the DEVELOPER under this Agreement.

#### TAX / LEVIES / GOODS & SERVICES TAX (GST) OBLIGATIONS

- A. The Developer shall be eligible to charge/collect from the Land Owners, GST payable with respect to constructed commercial/residential units/area allotted to the Land Owners, failing which the developer is entitled to exercise a lien on the Land Owner's share proportionate to their GST liability.
- B. That the Land Owner shall also be liable for all the statutory levies including GST, capital gains and such other levies or taxes arising out of the present

For NAVRAJ TOWNSHIP PVT. LTD.

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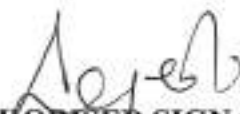

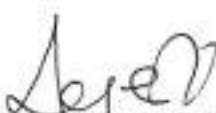

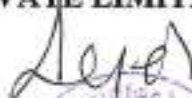


development agreement to the extent of the monetary and non-monetary consideration received by them.

- C. The GST amount applicable to the Land Owner's share under this Development Agreement shall be payable by the Land Owner to the Developer before taking possession of the constructed area/units falling to the share of the Land Owner.
- D. That in the event of developer raising the invoice for GST on Land Owner's and the Developer doesn't get the mod-vat benefit on the same then the Land Owner's shall not be liable to pay to the developer the GST charged/collected from the intending purchasers of its share, the land owner shall deposit the GST directly to the concerned authority, if required too.

**SCHEDULE OF LAND AND LAND DETAILS IS ANNEXED WITH THE AGREEMENT AS ANNEXURE-1.**

IN THE WITNESSES WHEREOF, the parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses :

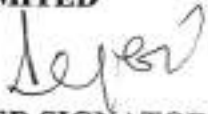
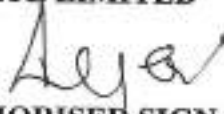

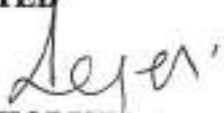




<b>SIGNED AND DELIVERED BY WITHIN NAMED OWNER NO.1 M/s RAMPRASTHA BUILTECH PRIVATE LIMITED</b>   <b>AUTHIORISED SIGNATORY</b>	<b>SIGNED AND DELIVERED BY WITHIN NAMED OWNER NO. 2 M/s S. A. PROPBUILD PRIVATE LIMITED</b>   <b>AUTHIORISED SIGNATORY</b>
<b>SIGNED AND DELIVERED BY WITHIN NAMED OWNER NO. 3 M/S BSY DEVELOPERS PRIVATE LIMITED</b>   <b>AUTHIORISED SIGNATORY</b>	<b>SIGNED AND DELIVERED BY WITHIN NAMED OWNER NO. 4 M/S RAMPRASTHA PROMOTERS &amp; DEVELOPERS PRIVATE LIMITED</b>   <b>AUTHIORISED SIGNATORY</b>
<b>SIGNED AND DELIVERED BY WITHIN NAMED OWNER NO. 5 M/S RAMPRASTHA PROMOTERS PRIVATE LIMITED</b>   <b>AUTHIORISED SIGNATORY</b>	<b>SIGNED AND DELIVERED BY WITHIN NAMED OWNER NO. 6 M/S RAMPRASTHA DEVELOPERS PRIVATE LIMITED</b>   <b>AUTHIORISED SIGNATORY</b>

For NAVRAJ TOWNSHIP PVT. LTD.

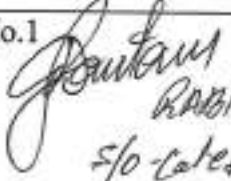
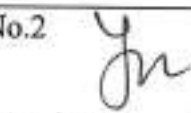
  
Authorised Signatory





<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED OWNER NO. 7</b> <b>M/S RAMPRASTHA REALTORS</b> <b>PRIVATE LIMITED</b> 	<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED OWNER NO. 8</b> <b>M/S RAMPRASTHA TOWNSHIPS</b> <b>PRIVATE LIMITED</b> 
<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED OWNER NO. 9</b> <b>M/S A.S. REALBUILD PRIVATE</b> <b>LIMITED</b> 	<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED OWNER NO. 10</b> <b>M/S A.S. REALCON PRIVATE</b> <b>LIMITED</b> 
<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED OWNER NO. 11</b> <b>M/S BSY INFRASTRUCTURE</b> <b>PRIVATE LIMITED</b> 	<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED OWNER NO. 12</b> <b>M/S S. A. INFRACON PRIVATE</b> <b>LIMITED</b> 
<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED DEVELOPER</b> <b>M/S NAVRAJ INFRA PRIVATE</b> <b>LIMITED</b> <b>For NAVRAJ TOWNSHIP PVT. LTD.</b>  <b>RAJ YADAV</b> <b>DIRECTOR</b> <b>Authorised Signatory</b>	<b>AUTHORISED SIGNATORY</b> <b>SIGNED AND DELIVERED BY WITHIN</b> <b>NAMED DEVELOPER</b> <b>M/S NAVRAJ INFRA PRIVATE</b> <b>LIMITED</b> <b>For NAVRAJ TOWNSHIP PVT. LTD.</b>  <b>NAVEEN YADAV</b> <b>DIRECTOR</b> <b>Authorised Signatory</b>

**Witnesses: -**

<b>Witnesses No.1</b>  <b>RABIN DEY</b> <b>GURUGRAM</b> <b>For Navraj Township Pvt. Ltd.</b> <b>M.No 371 Sec-8 Faridabad.</b>	<b>Witnesses No.2</b>  <b>Jagdish Kumar</b> <b>For Navraj Township Pvt. Ltd.</b>
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**SURENDER**  
**PROLON**



For NAVRAL TOWNSHIP PVT. LTD.

For NAVRAL TOWNSHIP PVT. LTD.

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**Village Gadoli Kalan , Sub Tehsil Kadipur Distt- Gurugram**

Sr.No	Khasra no	B	B	B	Acres	Ownership	Share		Net Acres
1	104/1 min	0	0	3	0.005	RamprasthaBuildtech Pvt. Ltd.	1	1	0.005
2	105/3 min	0	5	8	0.169	RamprasthaBuildtech Pvt. Ltd.	1	1	0.169
3	106/1 min	1	4	12	0.769	RamprasthaBuildtech Pvt. Ltd.	1	1	0.769
4	107/3 min	1	9	0	0.906	Ramprastha Promoters Pvt. Ltd.	1	4	0.227
						Ramprastha Developers Pvt. Ltd.	1	4	0.227
						Ramprastha Realtors Pvt. Ltd.	1	4	0.227
						Ramprastha Promoters & Developers Pvt.Ltd.	1	4	0.227
5	108/1	2	0	0	1.250	Ramprastha Promoters Pvt. Ltd.	1	1	1.250
6	109/3	0	0	0	0.000	S.A. Propbuild Pvt. Ltd.	3350	7490	0.000
						Ramprastha Promoters & Developers Pvt.Ltd.	176	535	0.000
						Ramprastha Townships Pvt. Ltd.	930	7490	0.000
						A.S. Realbuild Pvt. Ltd.	746	7490	0.000
7	110/3	1	1	0	0.656	S.A. Propbuild Pvt. Ltd.	3350	7490	0.294
						Ramprastha Promoters & Developers Pvt.Ltd.	176	535	0.216
						Ramprastha Townships Pvt. Ltd.	930	7490	0.081
						A.S. Realbuild Pvt. Ltd.	746	7490	0.065
8	111	1	6	0	0.813	S.A. Propbuild Pvt. Ltd.	3350	7490	0.363
						Ramprastha Promoters & Developers Pvt.Ltd.	176	535	0.267
						Ramprastha Townships Pvt. Ltd.	930	7490	0.101
						A.S. Realbuild Pvt. Ltd.	746	7490	0.081
9	112	1	6	0	0.813	S.A. Propbuild Pvt. Ltd.	3350	7490	0.363
						Ramprastha Promoters & Developers Pvt.Ltd.	176	535	0.267
						Ramprastha Townships Pvt. Ltd.	930	7490	0.101
						A.S. Realbuild Pvt. Ltd.	746	7490	0.081
10	179/3	0	5	0	0.156	A.S Realcon Pvt. Ltd	1	4	0.039
						Ramprastha Promoters & Developers Pvt.Ltd.	5	16	0.049
						Ramprastha Promoters Pvt. Ltd.	7	16	0.068
						Ramprastha Developers Pvt. Ltd.	5	6	0.234
11	182/3	0	9	0	0.281	Ramprastha Realtors Pvt. Ltd.	1	9	0.031
						B.S.Y Developers Pvt. Ltd.	1	18	0.016
						B.S.Y Infrastructure Pvt. Ltd.	1	1	0.234
12	183/3/1	0	7	10	0.234				
13	183/3/2	0	4	10	0.141	Ramprastha Promoters & Developers Pvt.Ltd.	1	1	0.141
14	186/3 min	0	11	0	0.344	S.A. Infracon Pvt. Ltd.	1	1	0.344
15	188/2/3 min	0	12	5	0.383	Ramprastha Promoters & Developers Pvt.Ltd.	1	1	0.383
					<b>6.919</b>				<b>6.919</b>

For NAVRAJ TOWNSHIP PVT. LTD.

Authorised Signatory





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