



Indian-Non Judicial Stamp Haryana Government

Date : 08/09/2022¹

Certificate No. G0H2022I1243



GRN No. 94263495

Stamp Duty Paid : ₹ 20000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Care realtech pvt ltd

H.No/Floor : 137

Sector/Ward : 27

LandMark : Ggn

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 93*****00

Others : Kuldeep kumar



Buyer / Second Party Detail

Name : Hcbs promoters and developers Pvt ltd

H.No/Floor : 137

Sector/Ward : 27

LandMark : Ggn

City/Village: Gurugram

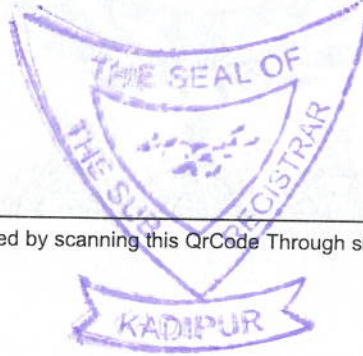
District : Gurugram

State : Haryana

Phone : 93*****00

Others : Parveen

Purpose : Collaboration Agreement

7676
09-09-2022The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

1. Nature of Document

: Collaboration Agreement

2. Village

: Dhankot

3. Tehsil

: Kadipur

4. District

: Gurugram

5. Area

: 24 Kanal 1 Marla

6. Stamp duty

: Rs. 20,000 /-

7. GRN No.

: 94263495

8. Stamp Certificate No

: G0H2022I1243

9. Registration & Pasting Fees

: Rs. 5005 /-

10. Registration & Pasting Fees GRN No.

:

COLLABORATION AGREEMENT

That this Collaboration Agreement ("Agreement") is being made and executed at Kadipur District
Gurgugram, Haryana on this 09th Day of September 2022.

For Care Realtech Pvt. Ltd.

Kuldeep

Auth. Signatory

Between

For HCBS Promoters & Developers Pvt. Ltd.

Authorized Signatory

प्रलेख न:7676

दिनांक:09-09-2022

डीड संबंधी विवरण

डीड का नाम
AGREEMENT

COLLABORATION

तहसील/सब-तहसील कादीपुर

गांव/शहर धनकोट

धन संबंधी विवरण

राशि 1000000 रुपये

स्टाम्प ड्यूटी की राशि 20000 रुपये

स्टाम्प नं : G0H2022I1243

स्टाम्प की राशि 20000 रुपये

रजिस्ट्रेशन फीस की राशि 5000 रुपये

EChallan:94266083

पेस्टिंग शुल्क 0 रुपये

Drafted By: PARMINDER YADAV ADV

Service Charge:0

यह प्रलेख आज दिनांक 09-09-2022 दिन शुक्रवार समय 4:41:00 PM बजे श्री/श्रीमती /कुमारी
CARE REALTECH PVT LTD thru KULDEEP KUMAROTHER निवास 137 SEC 27 GGM द्वारा पंजीकरण हेतु प्रस्तुत
किया गया।

For Care Realtech Pvt. Ltd.


हस्ताक्षर प्रस्तुतकर्ता
CARE REALTECH PVT LTD

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

संयुक्त सब रजिस्ट्रार
कादीपुर, गुरुग्राम

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी HCBS PROMOTERS AND DEVELOPERS PVT LTD thru PARVEENOTHER
हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C KHATANA पिता --- निवासी ADV
GURUGRAM व श्री/श्रीमती /कुमारी SUBHASH CHAND पिता DHARMPAL
निवासी VILL RAHAKA SOHNA 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 (कादीपुर)

संयुक्त सब रजिस्ट्रार
कादीपुर, गुरुग्राम

M/s Care Realtech Pvt. Ltd. , a company incorporated under companies Act 1956, having its registered office at Plot No. 137, Sector 27, Gurugram, Haryana - 122009 through its authorized Signatory Mr. Kuldeep Kumar Authorized to execute the present agreement vide Board Resolution dated 02-06-22 as first part of the PARTY, hereinafter referred to as the **Owner**, (which expression shall mean and include its successors, legal heirs, liquidators, executors, legal representatives, administrators, agents, assignees and nominees etc.)

And

M/s HCBS Promoters & Developers Pvt. Ltd, a company incorporated under companies Act 1956, having its registered office at Plot No. 137, Sector 27, Gurugram, Haryana - 122009 through its authorized Signatory Mr. Pooja Kishan

Authorized to execute the present agreement vide Board Resolution dated 02-06-22 as second part of the PARTY, hereinafter referred to as the **Collaborator**, (which expression shall mean and include its successors, legal heirs, liquidators, executors, legal representatives, administrators, agents, assignees and nominees etc.)

That the Landowner and Collaborator may be hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS, the Landowner has represented that he is the absolute and sole owner in possession of Land, hereinafter referred as "Landowner Land", admeasuring Khewat/ Khata No. 660/ 687 (As per Jamabandhi 2020-21), Rectangle No. 55, Killa No. – 6 (7-16), 15 (8-0), Rectangle No. 56, Killa No. – 11/1 (8-5), Kitta 3, land admeasuring – 24 Kanal 1 Marla (i.e 3.006 Acres) to the extent of half share i.e 12 Kanal 0.5 Marla situated in revenue estate of Village Dhankot, Sector 102, Tehsil Kadipur, Distt. Gurugram as per jamabandhi record and mutation no. 4345 & 6002.

AND WHEREAS, the Landowner Land hereinafter referred to as the Subject Land;

AND WHEREAS, the Landowner has represented that they have absolute right, title and interest over the Subject Land, and that the Subject Land is appropriate for the development works of either residential or commercial nature, under the relevant laws of the state of Haryana without any impediment of any nature.

AND WHEREAS the Collaborator being a reputed real estate company holds expertise in the

For Care Realtech Pvt. Ltd.

Kuldeep

Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

Pooja

Authorized Signatory

Reg. No.

Reg. Year

Book No.

7676

2022-2023

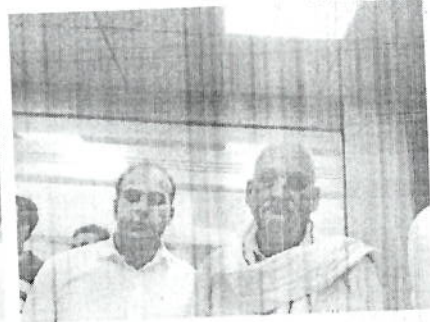
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पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

For Care Realtech Pvt. Ltd.,

पेशकर्ता :- thru KULDEEP KUMAROTHER CARE REALTECH PVT

LTD

Kuldeep

Auth. Signatory

दावेदार :- thru PARVEENOTHERHCBSPROMOTERS AND DEVELOPERS PVT

LTD

Parveen

गवाह 1 :- T C KHATANA

TC Khatana

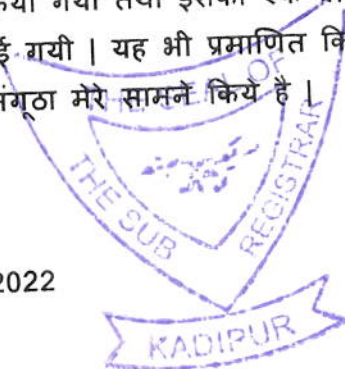
गवाह 2 :- SUBHASH CHAND

Subhash Chand

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7676 आज दिनांक 09-09-2022 को बही नं 1 जिल्द नं 257 के पृष्ठ नं 41 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1520 के पृष्ठ संख्या 27 से 28 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 09-09-2022



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

संयुक्त सब रजिस्ट्रार
कादीपुर, गुरुग्राम

Townships etc., and has played a vital role in development of numerous projects in and around National Capital Region of India.

AND WHEREAS the **Landowner** has now approached the **Collaborator** with a proposal for development of Affordable Residential Plotted Township / Colony under DDJAY Policy (DEEN DAYAL JAN AWAS YOJANA) ("**Project**") over the Subject Land and other adjoining areas, as permissible by the State of Haryana and acceptable to the **Collaborator** and the **Collaborator** has in good faith and relying upon the representations, affirmations and confirmations of the **Landowner** accepted the proposal of **Landowner** subject to the terms as detailed in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED ON THE TERMS AND CONDITIONS AS STIPULATED BELOW BETWEEN THE PARTIES:

1. The **Landowner** represent and assure the **Collaborator** that the Subject Land is vacant and is in his peaceful physical possession and that he has unimpeachable and absolute right, title and interest over the Subject Land, and the Subject Land is free from all claims, charges, liens, adjustments, liabilities, litigations, acquisition, awards, prior mortgages or encumbrances of any kind whatsoever, and in case any defect of any sort is discovered on the Subject Land in future then the **Landowner** shall keep the **Collaborator** completely indemnified from any loss and investment which **Collaborator** may or likely incur from such defect.
2. The **Collaborator** shall have the **exclusive right to develop, construct & market the Affordable Residential Plotted Township / Colony under DDJAY Policy (DEEN DAYAL JAN AWAS YOJANA)** or any other project on the said Land after signing of this Agreement and **Landowner**, as may be required, shall co-operate for & receiving all the required permissions, conversions, Licenses, sanctions, clearances, etc. from the competent authorities and getting the sale deed(s) executed and registered in respect of the Subject Land in the favour of the Collaborator.
3. The **Collaborator** shall make full payments under this Agreement and nothing apart from the consideration mentioned in this Agreement shall be paid by the **Collaborator** to the **Landowner**. That it is clearly stated and agreed upon that the **Landowner shall have no further claim and right over any plot / area / flat etc. of the proposed project** (except to the extent of the Landowner Share (defined herein) and in order to suffice the share of the **Landowner** the consideration as mentioned in this agreement is the sole understanding between the Collaborator and the **Landowner**.

For Care Realtech Pvt. Ltd.


Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

Authorized Signatory



4. That the Landowner shall give the vacant physical possession of said land immediately upon the registration of this Collaboration Agreement. Additionally, the Landowner does hereby grant the absolute, irrevocable authority and permission to the Collaborator to develop the Project on the Subject Land, and/or any other development as may be permissible under applicable laws, and for that purpose has put the Collaborator in absolute possession of the Subject Land. The Landowner further confirms having irrevocably and exclusively permitted and authorized the Collaborator, its agents, servants, associates and any person claiming through or under them to enter upon the Subject Land for executing and implementing the Project on the Subject Land in accordance with this Agreement.
5. The Landowner agrees that the possession of the Subject Land having been handed over to Collaborator shall not be disturbed by the Landowner or anyone claiming through them till completion of the Project and thereafter, at any point of time. All claims, including any third party claim relating to title and ownership of the land shall be defended by the Landowner entirely at his cost, and the Landowner shall indemnify and keep the Collaborator indemnified in respect of any losses, damages or costs that may be incurred by the Collaborator.
6. The Landowner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the Subject Land and all other dues such as electricity charges, water charges, etc. relating to the Subject Land have been paid up to the date of this Agreement. The Landowner further undertakes to bear and pay all such charges and dues up to the date of the execution and registration of the Agreement. The Landowner agrees that he shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of this Agreement provided the charges pertain to the period prior to the date on or prior to this Agreement.
7. The Collaborator shall apply and obtain the requisite license, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of the said Land into a colony. That all expenses involved in obtaining license, permissions, registration (including registration of the Project with the Haryana Real Estate Regulatory Authority) and sanctions from concerned authorities shall be incurred and paid by the Collaborator. The Landowner shall facilitate, assist, support and execute all such documents as maybe required in this regard. The Landowner shall supply and provide all necessary documents as may be required to be submitted to the concerned authorities and also sign and execute any other documents, applications, affidavits, undertakings etc.

For Care Realtech Pvt. Ltd.


Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

Authorized Signatory



8. **The Landowner undertakes to individually execute and get registered irrevocable Special Power of Attorney in favour of the Collaborator** specifically authorizing them to do all acts, deeds and things which the **Collaborator** in its prudence might deem appropriate to obtain license/ permissions/sanctions/approvals for development and completion of any work over the Subject Land, and thereafter market the same including any development thereon and receive the entire sale consideration for the **Collaborator** Share (*defined herein*) in its name. The **Landowner** agrees and undertakes not to cancel, revoke or modify the said powers of attorney without prior written consent of the **Collaborator** and shall keep the same in full force till such time as desired by the **Landowner** for full implementation of the Project. The said powers of attorney shall, inter-alia, contain the powers to be vested in the **Collaborator** for sale, mortgage, lease, exchange or any other dispositions of the Subject share in their absolute discretion.
9. **That all expenses involved in obtaining license, permissions and sanctions from concerned authorities shall be incurred and paid by the Collaborator.**
10. That after recording this agreement, the Landowner shall not enter into any transaction with anyone for the said land including, but not limited to creation of any encumbrance, mortgage, lien, transfer, sale, loan, charge, lease, gift or any other agreement with any third party whatsoever. Any such transaction shall be in breach of this Agreement, and the Collaborator shall not be bound by it.
11. That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions **the Landowner specifically agree that he shall not rescind from the terms of this Agreement at any stage and specifically after the grant of Licence/Permissions.** In the event of the **Landowner** backing out or rescinding from this Agreement, besides other rights, the **Collaborator** shall be entitled to get the said Agreement specifically enforced and claim damages entirely at the risk and cost of the **Landowner**.
12. That on the requisite License being granted to the Collaborator, the Landowner shall apply to the concerned authorities for grant of no objection Certificate/ permissions to transfer the title of the Subject Land in favour of the Collaborator and/or its nominees along with the requisite Licenses. The Landowner shall thereafter be bound to transfer the title of the Subject Land by way of sale deed/s along with the requisite License for developing the same in favour of the Collaborator and/or its nominees within 30 (Thirty) days from the date of grant of no objection certificate/ permissions in consideration of receiving the revenue generated from the sale of the Landowner Share (*defined herein*) and the Consideration (*Defined herein*). Notwithstanding

For Care Realtech Pvt. Ltd.

[Signature]

Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

[Signature]

Authorized Signatory



anything contained herein, the title/ ownership to the Subject Lands and all rights, easements, privileges, appurtenances and benefits thereto, shall stand conveyed/ transferred to the Collaborator absolutely, irrevocably and forever upon the execution and registration of the sale deed, irrespective of the fact that the consideration will be paid from the revenue received upon sale of the Landowner Share after the execution and registration of the sale deed. The Parties agree that, the sale deed shall not be terminable in nature as title would have vested on the execution and registration of the sale deed, and the Landowner shall only be entitled to recover the consideration from the Collaborator in terms of this Agreement.

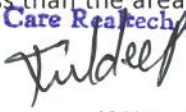
13. That at the time of executing this agreement, Collaborator has advance deposit of Rs. 10 Lacs as security deposit in favour of landowner, vide Cheque No. 517540..... dated 08-09-2022. That in consideration of developing the Project on the Subject Land, the Parties have mutually agreed that they shall share the developed area under the Project, as hereunder:


Landowner Share	Collaborator Share
50% of residential plotted area as per efficiency on the said Land	50% of the residential plotted area as per efficiency on the said Land

It is clarified that the revenue generated from the sale of the commercial area on the Subject Land shall be entirely appropriated by the Collaborator.

14. That the Collaborator shall allot to the Landowner and or its nominees developed plotted area in the Project at the sole discretion of the Collaborator which shall be equivalent to 50% of approved residential area of the Subject Land, which forms part of the Project. It is clarified that any allotment and transfer of the land in favour of the Landowner shall be in accordance with applicable laws, including the Real Estate (Regulation and Development) Act, 2016, and DTCP guidelines in this regard.
15. The Collaborator shall endeavour to allot in favour of the Landowner exact allocation in the proportionate share of available Plots in mixed ratios of developed area in the said project, however, if due to the sizes of the developed plots in the scheme, the exact developed area cannot be allotted in that event, the Landowner shall pay market price for the area allotted in excess of its allocation. In the event of the developed area being allotted to the Landowner is

less than the area to be allotted to the Landowner, the Landowner shall be entitled to refund.

For Care Realtech Pvt. Ltd.,

 Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

 Authorized Signatory




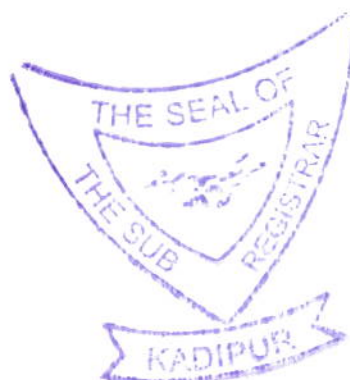
at the market rate, and thereafter the **Landowner** shall not have any claim left for that area. The size of the plot and the location of the plot will be determined by the **Collaborator** but in no event the **Landowner** shall be entitled to claim the developed area in excess of his allocation as a matter of right.

16. That it is agreed between the parties that their entitlement to the developed residential plotted area shall be reduced proportionately to the area transferred to the Government for provision of community facilities.
17. That if the Landowner wants to sell any plot of his share to any other third party, except his Class I legal heirs listed at Schedule I of the Hindu Succession Act, 1956 the sale amount received from such third party buyer shall be solely payable to Landowner but the EDC and IDC amount shall be charged by the Collaborator from respective buyers. .
18. That the **Landowner** agrees to execute separate Agreements in the standard format of the Builder Buyer Agreement of the said developed area to be allotted by the **Collaborator** in lieu of the said Land and further agrees to abide by the terms of the same. It is agreed that on the request of the **Landowner**, the developed area may be directly allotted and conveyed in favour of the **Landowner** or his Class I legal heirs listed at Schedule I of the Hindu Succession Act, 1956, the Collaborator shall pay all the EDC, IDC and registration and execution of the Sale Deed .
19. In the event any unutilized/ fresh development rights on the Subject Land are available for sale/transfer, the **Collaborator** is entitled to sell/transfer/ develop the same and the sale proceeds/ revenue thereof shall be appropriated entirely by the Collaborator.
20. That in case the **Landowner** fail to execute the sale deed/s within a period of 30 (Thirty) days from the date of grant of no objection certificate / permissions from appropriate authorities as agreed upon, the **Collaborator** shall be entitled to get the sale deed/s executed and registered through court of Law at the cost and expenses of the **Landowner**.
21. That the **Landowner** realizes that the allotment of developed area is subject to receipt of license/approval from the DTCP and agree not to hold the **Collaborator** liable/responsible in any manner whatsoever for non-receipt/refusal of permission. In the event that the LOI is not granted by the DTCP with respect to the Subject Land within 9 (Nine) Months from the date of all the compliances being done by both the parties under this Agreement, and the Subject Land becoming eligible for grant of License or within such period extended by mutual consent of the parties, this Agreement may become unenforceable and come to an end at the sole discretion of the Collaborator, and the **Landowner** shall refund the entire Consideration

For Care Realtech Pvt. Ltd.


Auth. Signatory

For HCBS Promoters & Collaborators Pvt. Ltd.

Authorized Signatory



received by them till such date, to the **Collaborator** within 45 (Forty Five) days of receipt of a notice/intimation from the Collaborator. That upon receipt of the Consideration, the **Collaborator** shall also withdraw itself from the possession of the Subject Land.

22. That if there be any claim, demand, tax, litigation of any kind against the **Landowner**, then it is a condition of this Agreement that the **Landowner** shall see to it that work of development shall not be stopped, prevented, obstructed or delayed in any manner.


23. That the Collaborator at its sole discretion may opt for registration of land as stipulated in Clause 10 or use the GPA to convey the plots to the buyers.

24. **The Collaborator Shall be**

- a) That the Collaborator shall be entitled to take over the actual physical possession of the said land for the development of the said real estate project.
- b) That the Collaborator shall have the right and prerogative to choose the projectname, layout plans, and internal layouts and designs, facilities and services to be provided and all other development plans for the said land and the project without any objection of the Owner whatsoever.
- c) That the Collaborator shall have the right and prerogative to choose the architects, designers, contractors and other service providers for the best development of the said project.
- d) That the Collaborator shall have the right and prerogative to prepare and plan the budget of the whole project and the same shall be the concern of the Collaborator only.
- e) That the Collaborator shall have the right and prerogative to choose the kind and grade of materials used for construction, however the same shall in no manner be lesser than the Government recognized standards and the Collaborator shall also be rightfully entitled to choose any of the vendors for the same.
- f) That the Collaborator shall have the right and prerogative to prepare the marketing and advertising schemes of the said project and to appoint the Authorized Brokers and Dealers for the said project as permitted under the policy.
- g) That the Collaborator shall the rightfully entitled to the entire management of the said project from the inception to the completion and thereafter for the efficient maintenance of the services being provided therein against consideration and shall be rightfully entitled to the security deposit against the same.
- h) That the Collaborator shall be entitled to raise finance against the said project as it may deem fit and proper, however the share of the OWNER shall not be encumbered.
- i) That subject to the applicable Policy and rules and regulations in force, the Collaborator shall without any further authorization from the OWNER have rights to market and sell the rights in the to be developed area in the said real estate project through any manner and scheme as it may deem fit and to receive money against the same and execute receipts and other agreements for the same.

For Care Realtech Pvt. Ltd.

 Auth. Signatory

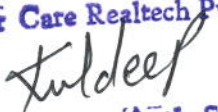
For HCBS Promoters & Developers Pvt. Ltd.

 Authorized Signatory



- j) That the Collaborator shall have complete authority to represent the OWNER and to execute, file or deposit any document, application, pleading, representation, costs and fees etc. and to appear before any authority, or Government or Statutory body regarding the said land or the said real estate project for and on behalf of the OWNER as may deemed necessary for the purposes of the present agreement and development of the said real estate project.
- k) That the Collaborator shall be entitled to the refund of all fees, security deposit and other charges of whatsoever nature deposited by the Collaborator with any Statutory Authorities for seeking various approvals etc. for the said residential plotted colony/Group Housing Project/commercial project and/or any other planned project.

25. The **Landowner** have assured the **Collaborator** that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and **Landowner** further agree and undertake:

- i. To execute power of attorney in favour of the **Collaborator** or any of its nominees, simultaneously with the execution of this Agreement, authorizing the **Collaborator** to perform all acts, deeds and things necessary in relation to the development and constructions on the Subject Land.
- ii. To accompany, if required the **Collaborator** to the offices of Government of Haryana and to be present for site inspection as and when required by the **Collaborator** and to sign / execute all the documents, letters and papers as and when demanded by the Collaborator, including, but not limited to, obtaining refunds of the money/bank guarantees given to the Government of Haryana / competent authorities in the name of the Collaborator;
- iii. To ensure that they accompany the **Collaborator** to get the land license transferred / LOI transferred from the government departments in the name of **Collaborator** upon prior intimation of the **Collaborator** and in case any amount become payable in the form or fine upon the **Collaborator** on account of delay on part of **Landowner**, then the same shall be recoverable by the **Collaborator** from the **Landowner**;
- iv. to execute the sale deed in the favour of the **Collaborator** or its nominee as and when the **Collaborator** intends from the date of signing of the present agreement;
- v. shall not in any manner interfere with work of development, marketing and sale of the developed plots or constructed properties by the **Collaborator**.
- vi. to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement;

For Care Realtech Pvt. Ltd.

 Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

 Authorized Signatory



- vii. that they shall not surrender, cancel, revoke, withdraw applications, extinguish or lapse the license(s) granted under any circumstances whatsoever;
26. In the event of non-performance of terms and conditions of this Agreement by any party, the other party shall be entitled to get the same enforced against the defaulting party through court of law entirely at the risk and cost of the defaulting party.
27. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this Agreement.
28. That failure of the **Collaborator** to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be waiver of any provisions of the right to enforce such provisions.
29. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable laws; such provision shall be deemed to be deleted or amended insofar as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to the applicable laws and remaining provisions of this agreement shall remain valid and enforceable.
30. The parties agree and acknowledge that this arrangement does not amount to partnership or joint venture between the Parties, and the respective Parties shall be responsible /liable for their respective tax liability.
31. **FORCE MAJEURE**
- That in case of any unexpected event or drastic change in circumstances which could not have been contemplated by the parties and which defeats the very purpose of the present agreement and there happens a force majeure event due to which the complete bargain between the parties is defeated, the present shall stand terminated.
 - That any judicial or authoritative pronouncement barring the present agreement or estopping the parties from carrying on the objects of the present agreement shall be deemed force majeure event.
 - That in such a circumstance the parties shall be relegated back to the same position as if the present agreement did not take place and the parties shall return the benefits availed on the basis of the present agreement and the DEVELOPER shall be entitled to costs and expenses as may be undertaken.

For Care Realtech Pvt. Ltd.

 Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

 Authorized Signatory



32. The Land Owners hereby agree to indemnify the **Collaborator** and keep the **Collaborator** indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the **Collaborator** and against all the losses, Damages, costs and expenses that may be incurred by the Collaborator, caused because of any default on the part of the Landowner, including but not limited to following:
- i. Any of the representations, statements and assurances made by the **Landowner** is found to be false, fraudulent or misleading;
 - ii. Any defect in the title of the Subject Land;
 - iii. Possession of the Subject Land getting disturbed by the **Landowner** themselves or by anybody claiming under them or by any third party.
33. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by the **Landowner**. The **Landowner** shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Collaborator. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to confidential information.
34. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, speed post or registered mail, within five (5) days of being sent; or (iii) if sent by electronic mail or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.
35. The Parties herein agree that in terms of this Agreement, the Landowner have taken certain irrevocable steps, such as, acceptance of advances, execution of a Power of Attorney, and making representations to make the **Collaborator** undertake construction works view of the above irrevocable steps and representations, the **Collaborator** has been agreed & made to invest huge amounts, time and manpower on the Subject Land. It is therefore agreed by the circumstances, that the **Collaborator** shall be discharged from performing and completing their obligations under this Agreement in the event of termination. The **Landowner** further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. The **Collaborator** shall be reimbursed for all costs & expenses

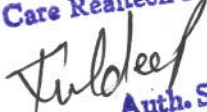
For **Collaborator** **Auth. Signatory**

For **HCBS Promoters & Developers Pvt. Ltd.**
Authorized Signatory



incurred by it pursuant to acting upon this Agreement, and shall return possession of the Subject Land only upon being reimbursed to its satisfaction.

36. That the collaborator assures that the development work of the said land shall start within stipulated time after getting LOI/Licences/Any other prerequisite NOC's/any other Govt. approvals.
37. Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
38. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
39. No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
40. No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto. Notwithstanding anything contained to the contrary, the **Collaborator** shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any affiliate, other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. It is clarified that such an assignment shall not require any consent from the **Land owner** and the **Landowner** shall upon the request of the Collaborator, execute such documents and no objection certificates as may be required by the **Collaborator** for giving effect to such an assignment.
41. That the **Landowner** has very well consented to the development of the above said land into real estate project as per the terms of the present Collaboration agreement. The Parties have contemplated the complete bargain between themselves and have validity executed the present Collaboration agreement which is irrevocable in nature and the same is in the best interest of both of the parties and very well backed by consideration and binding.
42. That the District Courts at Gurgaon and the Punjab and Haryana High Court at Chandigarh alone shall have jurisdiction in all matters arising out of, touching and / or concerning the transaction.

For Care Realtech Pvt. Ltd.

 Auth. Signatory

For HCBS Promoters & Developers Pvt. Ltd.

 Authorized Signatory



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

PARTICULARS OF LAND

Landowner & Collaborator: Gurugram, Haryana, Village: - Dhankot

Khewat/ Khata No	Rect. No.	Killa No	Kanal	Marla	Land in Acre
462/490	55	6	7	16	0.975
		15	8	0	1
	56	11/1(8-5)	8	5	1.031
		Total	24	1	3.006

Collaboration Agreement :- To the extent of Half Share (i.e 12 Kanal 0.5 Marla)

IN WITNESS WHEREOF the parties have signed this Agreement at on the date, month and year first above written in the presence of witnesses.

LANDOWNER (THROUGH AUTHORISED SIGNATORY)

For Care Realtech Pvt. Ltd.

 Auth. Signatory

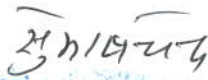
COLLABORATOR (THROUGH AUTHORISED SIGNATORY)

For HCBS Promoters & Developers Pvt. Ltd.

 Authorized Signatory

WITNESSES:

1. 
 Name T.C. KHATANA
 Advocate
 Distt. Court, Gurgaon

2. 
 WITNESS
 Name SI' BHASH CHAND S/O DHARM PAL
 VILL- RAHAKA TEH- SOHNA GURUGRAM



WITNESS
SUDHAKAR CHAND S/O DHARMARAJ
VILL - RAHAKA TEH - BOHNA GURUGRAM