| 700 Code: 0388                                  | E - CHALLAN Candidate Copy<br>Government of Heryana                                      |
|---|--|
| g/ C1   | -11-2023 (Cash) *0108952325*<br>-11-2023 (Chq/DD)<br>18952325 Date: 31 Oct 2023 11:53:03 |
| Office Name:                                    | 336-sdo civil pataudi  |
| Treasury:                                       | Pataudi  |
| Period:   | 2023-24) One Time  |
|   | of Account Amount #  |
| 0030-03-104-97-                                 | 51 Pasting Fees 1  |
| 0030-03-104-99-                                 | 51 Fees for Registration 5000  |
| PD AcNo   | 0  |
| Deduction Amount Total/Net Amount Fifty Thouser |  |
|   | Tenderor's Detail  |
| GPF/PRAN/TIN/A                                  | ct. no./VehicleNo/Taxld:-  |
| PAN No:   |  |
| Tenderer's Name                                 | VK AND SONS INFRATECH PRIVATE  |
| Address:  | R o Sector 30 Gurugram -   |
| Particulars:                                    | Pasting and Registration Fees  |
| Cheque-DD-<br>Detait:                           | Parameter at a second  |
| FOR US  | Depositor's Signature<br>E IN RECEIVING BANK   |
| Bank CIN/Rof No:<br>Payment Date:               |  |
| 2000  |  |
| Bank:   | SBI Aggregator   |

| DDO Code: 0366   | Govern                   | - CHALLA<br>ment of H | N<br>aryana | AG/ Dept (   | Сору       |
|--|--------------------------|-----------------------|-------------|--------------|------------|
| Valid Upto: 07-1<br>01-1                                 | 1-2023 (Ca<br>1-2023 (Ch | sh) *01<br>q./DO)     | 0895232     | <b>5</b> °   |            |
| GRN No.: 0108  | 952325                   | Date:                 | 31 Oct      | 2023 11:53   | :03        |
| Office Name: 03  | 66-sdo civil             | pataudi               |             |              |            |
| Treasury: Pr   | staudi                   |                       |             |              |            |
| Period: (2   | 023-24) On               | e Time                |             |              |            |
|  | f Account                |                       |             | Amount       | ₹          |
| 0030-03-104-97-5   |                          |                       |             |              | 10         |
| 0030-03-104-99-5   | Fees for R               | egistration           |             |              | 50000      |
| PD AcNo 0  |                          |                       |             |              |            |
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|  |                          | derer's De            |             |              |            |
| GPF/PRAN/TIN/Act<br>PAN No:                              | t. no./Vehic             | eNo/Taxid             | -           |              |            |
| Tenderer's Name:   | VK AND S                 | ONS INFR              | ATECH       | PRIVATE      |            |
| Address:   | R o Sector               | 30 Gurug              | ram -       |              |            |
| Particulars:   | Pasting ar               | nd Registra           | tion Fee    | 5            |            |
| Cheque-DD-   |                          |                       |             |              |            |
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| Bank CIN/Ref No:<br>Payment Date:                        | 000150<br>31/10/2        | 90513853<br>023       | 3110202     | 23           |            |
|  |                          |                       |             |              |            |
| Bank:  | SBI Agg                  | regator               |             |              | -          |

Success



Status:

<sup>\*</sup> Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of chaque / DD.

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date: 31/10/2023

Certificate No.

GD312023J69

BRN No.

108952030

Stamp Duty Paid: ₹1473000

€0

Penalty: th Swon

Seller / First Party Detail

Name:

Inderject yadav

H.No/Floor: Gr

Sector/Ward: Na

Sector/Ward: Na

LandMark: Dlf 2 gurugram

District: Gurugram

State: Haryana

Phone:

City/Village: Gurugram 97\*\*\*\*\*90

Buyer / Second Party Detail

Vk and sons infratech private limited

LandMark: Sector 30 gurugram

H.No/Floor: Gr City/Village: Gurugram

District: Gurugram

State: Haryana

Phone:

97\*\*\*\*\*90

Purpose: Collaboration Agreement

The eatherdoity of this document can be verified by assuming this Q Code Through smart phone or on the website https://egrashinj.nic.in

Vk & Sone Infratech Pvt. Ltd.

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डीड सबंधी विवरण

डीड का नाम

COLLABORATION

AGREEMENT

तहसील/सब-तहसील पटौदी

गांव/शहर

Pataudi

धन सबंधी विवरण

राशि 13800000 रुपये

स्टाम्प इसूटी की राशि 276000 रुपये

स्टाम्प नं : GD312023J69

स्टाम्प की राशि 1473000 रूपवे

रजिस्ट्रेशन फीस की राशि 50000

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रुपये

Drafted By: RAHUL YADAV ADV

Service Charge:0

यह प्रसेख आज दिनाक 02-11-2023 दिन गुरुवार समय 3:37:00 PM बजे श्रीश्रीमती /कुमारी INDERJEET YADAV पुत्र JAI KISHAN YAAV निवास QUTUB ENCLAVE GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

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उप/संकृत पंजीयन अधिकारी (पटौदी ) संय रजिस्ट्राप्ट पटौदी

हस्ताक्षर प्रस्तुतकर्ता INDERJEET YADAV

उपरोक्त पेशकर्ता व श्रीश्रीमती श्रुमारी MS VK AND SONS INFRATECH PVT LTD. thru MOHD ANEESOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्रीश्रीमती /कुमारीSANDEEP SINGH LAMBARDAR पिता . निवासी PATAUDI व श्रीश्रीमती /कुमारी SURENDER SINGH YADAV पिता SULTAN SINGH

निवासी CHANDLA DUNGERWAS ने की

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

उप/सर्वेकत पंजीयन अधिकारी( पटौदी ) पटौदी

## **COLLABORATION AGREEMENT**

| THIS COLLABORATION | AGREEMENT | ("Agreement") | is | made | and | executed | at |
|--------------------|-----------|---------------|----|------|-----|----------|----|
| Gurugram, on this  |           |               |    |      |     |          |    |
| BY & BETWEEN       |           |               |    |      |     |          |    |

Mr. Inderjeet Yadav son of Mr. Jai Kishan Yadav resident of House no.J-4/7,
Opposite Sahara Mall, D.L.F-2, DLF Qutub Enclave, Gurugram-122002 (Aadhaar
no.5077-3642-1191 and PAN No.ACAPY6900D)
(Hereinafter referred to as the "Owner" which expression shall unless repugnant
or opposed to the context thereof, mean and include its successors,
representatives and assigns) of the FIRST PART.

#### AND

M/s. VK and Sons Infratech Pvt Ltd, a private limited company incorporated under provisions of the Companies Act, 1956, (CIN U68100HR2023PTC111290) and having its Corporate Office at 10A, Ground Floor, Park Centra, Sector-30,

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Vk & Sonsymfratech Pvt. Ltd.

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Book No. Reg. Year Reg. No. 2023-2024 4214 Marie Marie दावेदार पेशकर्ता

> उप/सयुंक्त पंजीयन अधिकारी पटौदी

पेशकर्ता :- INDERJEET YADAV

:- WILL MOHO AND SONS INFRATECH PVT

LTD.

दावेदार

- SANDEEP SINGH LAMBARDAR ZASTA गवाह 1 मवाह 2 :- SURENDER SINGH YADAV \_

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4214 आज दिनांक 02-11-2023 को बही नं 1 जिल्द नं 1893 के पृष्ठ नं 138.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 178 के पृष्ठ संख्या 21 से 22 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये हैं |

दिनांक 02-11-202

उप/सर्युक्त पंजीयन अधिकारी पटाँदी शृबं श्रीअस्ट्रार पढ़ौबी

Gurugram through its authorized representative Mr. Mohd. Anees (Aadhaar no.-8804 4920 0724)

Mr. Mohd. Anees has been authorised enter upon the present collaboration agreement vide resolution passed on....... true extract of the resolution is attached herewith as **annexure – 1** 

(hereinafter referred to as the 'Developer', which expression shall, unless repugnant or opposed to the context thereof, mean and include its authorised representatives and permitted (by owner) assigns) of the SECOND PART.

[Hereinafter OWNER and the DEVELOPER are collectively referred to as 'Parties" and individually as "Party" as the context may demand]

## Definitions:

- i. "Applicable Laws" mean any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of Government of India (GOI) or Government of Haryana (GOH) or by any Government Authority (ies) or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.
- ii. "Approvals" mean any or all permissions, sanctions, registrations, permits,
  clearances (including environmental clearances and approvals),
  authorizations, consents, no-objections and/or approvals of or from any
  Government Authority(ies) including the Director, Town and Country
  Planning, Haryana, Chandigarh, Haryana Urban Development Authority
  (HSVP), the Chief Fire Officer of GOH, Airport Authority of India (AAI),
  Vk & Sons Jefratech Pvt. Ltd.

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Public Works Department (PWD), etc. required, as per Applicable Laws, in connection with the Project or a portion thereof and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in this Agreement.

- "Business Day" shall mean a day on which banks are generally open in Hisar for transaction of normal banking business.
- iv. "External Development Works" include water supply, sewerage, drains, electrical works and any other work which the appropriate Government Authority may specify to be executed in the periphery of or outside the area of the Project for the benefit of the Project.
- v. "External Development Charges" (EDC) mean the external development charges payable to the state govt. and/or other Government Authorities under the Project License with respect to the External Development Works of the Project in accordance with the Applicable Law.
- vi. "Force Majeure " shall be specifically limited to, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; and (d) strikes; (e) any other circumstances beyond reasonable control (f) departmental delays
- vii. "Internal Development Charges"(IDC) mean the infrastructure development charges and any charges in relation to the Internal Development Works, payable to the state govt or other Government Authority under the Project License in relation to the Project in accordance with the Applicable Law.
- Govt. of Haryana, Haryana Urban Development Authority (HSVP), Director
  Town and Planning, Haryana (DTCP), Chandigarh or any State Government
  or Governmental department, ministry, commission, board, body,

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corporation, bureau, agency, authority, instrumentality or administrative body, central, state or local, having jurisdiction over the Entire Land or any portion thereof, the Entire Project or any part thereof, the parties hereto or the performance of all or any of the obligations and covenants of the parties under or pursuant to this Agreement or any portion thereof.

- ix. "Person"/ "person" means any individual, company, corporation, partnership, joint venture, trust, un-incorporated organization, society, Government, Government Authority or agency or any other legal entity.
- x. "Specification" or "Specifications" shall mean the specifications required for the purpose of development of the Project as determined by the Developer or as agreed through this agreement

#### WHEREAS:

- A. The Owner is sole and exclusive owner and in possession of land admeasuring 36 kanal 16 marla comprising in Khewat no.1209 Khata no.1224 Rect no 54 Killa no 17/2 (0-10) 24/1 (2-17) Kita 2 Total Land 3 Kanal 7 Marla and Khewat no.1221 Khata no.1236 Rect no 54 Killa no 4/2 (7-12) 5/2/2 (2-12) 6 (3-0) 7/1 (7-12) 14/2 (6-19) 17/1 (5-14) Kita 6 Total Land 33 Kanal 09 Marla the Total Land of Meausring 36 Kanal 16 Marla and vide Mutation No 16795 situated in revenue estate of village Pataudi Tehsil Pataudi and district Gurugram, Haryana as described in **Schedule** 1 hereunder (hereinafter referred to as the "Said Land").
- B. The location of the said land has been shown in the map depicted in schedule 2 of this agreement.
- C. The owner has represented that it holds absolute and marketable title to the said land. The owner has also represented that there is no legal impediment (on account of any defect in title) in development of the said colony as being agreed through this agreement. The owner has further

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represented that the said land is free from any sort of encumbrance, loan, litigation, acquisition, charge, lien, impediment in its development by way of any rule or policy. The owner has also represented that there is no encroachment upon or demarcation issue qua the said land.

- D. The Owner as well as the developer are desirous of developing the said land into an Affordable residential plotted colony (herein "Project") as may be permissible and approved.
- E. That with mutual consent the parties hereto have agreed that the most apt development of the said land would be under the Deen Dayal Jan Awas Yojna-affordable plotted Housing policy, 2016 of the state government of Haryana including all its modifications and amendments (scheme). However, the developer may undertake development of any other nature or under any other policy if so deemed fit and proper by the developer subject to the written consent of the owner at sole discretion of the owner.
- F. Accordingly, the present collaboration agreement is being executed between the parties with the purposes of development of the said land under the said scheme.

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

#### 1. PROJECT

1.1 That the developer shall develop and complete a residential plotted colony upon the said land under the said scheme. The colony to be developed upon the said land under the said scheme shall be deemed and considered as the project for the purposes of the present collaboration agreement. That the total area of the said land is 36 kanal 16 marla. In case any supplementary agreement or addendum to present agreement or a fresh

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agreement is required to be executed and/or registered for achieving the purposes of the development of the said land or to facilitate the development of the said land or if execution of such an agreement is required due to any applicable rule or policy or due to any other reasonable circumstance if execution of such agreement is required then the owner shall be bound to execute such agreements, however such agreement will be executed only if the share, rights, benefits of the owner are not being adversely affected.

1.2 The Project shall comprise of residential / commercial plots center etc.to be developed upon the Said Land as may be planned by the Developer and approved by the concerned authorities. The plots of residential nature and commercial component in the shape of SCO shall be developed without any construction thereupon. Thus the owner shall be entitled to vacant plot and vacant area for SCO, apart from his share in the residential plots.

In pursuance of obligations undertaken by Developer and subject to the terms and conditions of this Agreement, the Owner will make available the Said Land and place the same at the disposal of the Developer immediately of the execution of this agreement, for the purpose of development into an affordable residential plotted colony thereon in accordance with the terms of the scheme. The developer shall be entitled to seek demarcation of the same if deemed fit and proper by the developer.

## 2. GRANT OF DEVELOPMENT RIGHTS

2.1 The Owner hereby entrusts to the Developer exclusive right for development of the Said Land into a residential plotted colony under the Scheme in accordance with the terms and conditions of the said Scheme as well as this Agreement.

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The Developer on execution of this Agreement, shall be entitled to survey the Said Land, prepare the layout and service plans and development scheme for submission to the Director General, Town & Country Planning, Chandigarh ("DGTCP") and/or such other authority(s) as may be concerned in the matter for obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the Project on the Said Land. The physical possession of the said land shall be automatically deemed to have been delivered to the developer by the owner upon the grant of license, however possession once delivered shall remain subject to compliance of terms of this agreement by the developer.

2.2 The Owner hereby agrees and undertakes not to disturb, interfere with or interrupt the planning, development/construction activity to be carried out by the Developer on the Said Land and/or commit or omit anything that would result in stoppage or delay of the planning, development/construction activity to be undertaken under this Agreement.

## 3. LAYOUT

- 3.1 The Developer at its own cost and expense shall design and draw out a layout plan of the Project with all the requisite facilities/amenities as perprescribed norms, rules and regulations and for this purpose, and shall be entitled to employ, engage architects, planners, consultants etc.
- 3.2 The Developer shall be entitled, as may be considered appropriate by it, to make any modifications/ amendments in the layout plan of the Project any time before or after obtaining approvals within the permissible frame work of applicable laws, rules and bye-laws. However, the changes in the layout will be done with the consent of the owner, if the allocation of the owner is being changed or altered due to the changes in the lay-out plan.

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In the event of any default or breach of any Laws, Rule or Bye-laws, the Developer shall exclusively be liable and responsible for all the consequences keeping the Owner fully indemnified and harmless against the same in accordance with this Agreement.

## 4. APPROVALS

- 4.1 The Developer agrees to obtain at its own cost and expense all requisite permissions, sanctions and approvals including conversion of land use, LOI/License as may be required from the DTCP and other concerned Authorities wherever required including but not limited to Ministry of Environment and Forests, Pollution Control Board, Haryana Urban Development Authority etc., for development of the Project on the Said Land.
- 4.2 The Developer shall at its own cost and expense prepare the requisite applications for License and submit the same to DTCP along with all necessary documents and proof of title including latest copies of Jamabandi, Sijra duly attested by concerned authority etc., which have already been provided by Owner to the Developer. All the necessary fees and expenses including scrutiny fees, licensee fees etc. as required shall be borne and deposited by the Developer. All expenses as may be requisite for development of the said land shall be the sole responsibility of the developer.
- 4.3 The Developer shall also be solely responsible for Registering the project and filing of forms and documents before appropriate authorities constituted under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and compliances thereunder. The Owner shall not be responsible for compliance under RERA in any manner whatsoever including but not limited to maintenance of the Project for a

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period stipulated thereunder. Developer undertakes to keep the Owner indemnified and harmless against any and every penalty / fine imposed by the concerned authority because of any negligence / non-compliance of the rules thereunder by the Developer.

- 4.4 The Owner shall fully cooperate in the submission of necessary applications for approvals and agrees to provide all necessary documents and to sign and execute any applications, documents for the purpose and will also execute a Special Power of Attorney, in favor of the Developer and its representatives in the form already agreed upon. The power of attorney shall empower and authorize the Developer and its representatives to undertake, amongst others, the following activities:
- Survey and demarcation of the said land.
  - (II) Appointment and engagement of outside agencies, architects, contractors, engineers and other consultants, as may be required by the developer for obtaining the license.
  - (iii) To sign, execute and submit all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertakings and take such other actions as may be required for purposes of obtaining license.
  - (iv) To do all acts which be requisite, needed, required for obtaining the license.
- Attorney in favor of the Developer and its representatives simultaneously with the obtaining of license by the developer for developing the project, to Market and Allot the Saleable Areas, to collect the sale proceeds and other charges from the customers/buyers in its own name and the execution and registration of allotment certificate and agreement, sale deeds, or other agreements/deeds, lease/ license of the Developer's Share (defined herein

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below) for enabling the Developer to sell its share in the Project. The above said powers shall remain subject to allocation of share of the owner and compliance of all other terms of this agreement.

- 4.6 The Owner agrees to also sign/execute all applications, documents, affidavits, undertakings, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of the terms of this Agreement.
- 4.7 The Developer shall be solely liable for obtaining, compliance with all terms and conditions and renewal of the approvals obtained by it under the provisions of this Clause 4 including but not limited to approvals provided by the DGTCP and/or RERA authorities without any recourse of any manner to the Owner.

#### 5. **DEVELOPMENT:**

- 5.1 The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals, penalties at its own cost and expense where necessary as may be required from all concerned Authorities, including but not limited to conversion of land use, Letter of Intent (LOI)/License and sanction of plans for sanction and development of the Project.
- 5.2 That developer shall obtain the License to develop residential plotted colony / Project and complete the same within time limits as prescribed in license and HRERA.
- 5.3 The Developer shall secure all necessary permissions, approvals for installation of electric, water supply and sewerage connections to the Project, at its own cost and expense.
- 5.4 The Owner shall fully cooperate in the submission of necessary applications/ plans for obtaining approvals including sanction of plans and agree to sign and execute any applications, documents etc as may be

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required by the Developer for that purpose, at the costs and expenses of the Developer.

- 5.5 The Developer represents and warrants to the Owner herein that it shall undertake entire development of the Project exclusively on its own cost in accordance with the applicable laws and the approvals, which shall include and not be limited to the following:
  - To prepare the layout plans of the Project. (a)
  - To carry out the internal infrastructural work including laying of (b) roads, street lights, water supply system, sewage collection system, storm water drains, recreation gardens, electric supply network, water harvesting etc. if required and as stipulated in the services estimate duly approved by the concerned authority. (hereinafter referred to as the "Development Work");
  - To carry out Development Work In accordance with the plans that (c) may be sanctioned by the Appropriate Authority with such alterations as may be desired by the Appropriate Authority
  - To abide by all the terms and conditions of the License/LOI obtained (d) for development of the Project and bear all approval related expenses of any nature, whatsoever.
  - To bear, pay and discharge the entire cost of development (e) residential colony including fee of architects, surveyors, valuer's, engineers, lawyers, consultants and/or any other professionals that may be engaged in connection with or for the development of the Project.
  - To obtain the No Objection Certificate / Approvals / Clearance (f) including Environmental Clearance etc if and as may be required and applicable for development of the colony and

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- (g) To obtain an Occupation/Completion Certificate in respect of each of the segments of the Project at its cost and expenses.
- (h) To bear all any and all development charges, other charges, cess, dues (including enhancements, Interest and penalties), as may be levied in context of the license and the project.
- 5.6The Owner shall be entitled to visit the Project to see the progress of development, provided however that the Owner or anybody else claiming through or under them shall not cause any type of hindrance or interference in development activities or in the day to day functioning of the Developer.
- 5.7 The Developer will complete the Development Work of the entire Project as agreed through this agreement.

### 6. SHARING OF AREAS:

develop the Said Land, and the owner contributing their land for the project; the Owner and the Developer have agreed to share the residential plots and commercial area of the Said Land. The Parties agree that owner shall be entitled to actual, physical and vacant plots to the extent of 1450 sq yds per acre of the said land and 100 sq yds of commercial area per acre of the said land ("Owner's Share"). The developer shall be entitled to the remaining plots, commercial area, and all other areas of said land undeveloped, other sites, community sites etc, except the share of the owner as defined below ("developer's Share") together with all rights, liberties, privileges, easements with unfettered, unhindered and unrestricted right to use all common paths, passages, entrances, common space necessary for the enjoyment of such areas. The Developer shall have the right to deal with its share in the manner it deems fit at its sole discretion which shall however be in accordance with the terms of this

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Agreement, the Scheme and provisions of applicable laws. That the owner's share shall be as agreed above and it will be not reduced, irrespective of as to whether the entire area of the said land is utilized for development or not, whether license is granted or not granted qua the entire area of the said land or if any portion is used for a green belt.

- 6.2 That once the sanctioned layout plans have been received by the developer, then the owner and the developer shall earmark and identify the location of their respective shares in the residential plotted area as well as the commercial component to be developed in the said project. The shares of the owner and the developer shall be identified and demarcated in the copy of such layout plans, with mutual consent and proportionately as per value and location.
- 6.3 Barring any reason beyond the control of the developer, the layout plans shall not be modified or altered. In case modification or alteration of the layout plans is must, then the modification or the alteration shall be carried out by the developer. That the title of the owner qua the plots/area falling to his share shall be validated by execution and registration of appropriate deeds, partition deed, court decree, etc, as mutually decided by the parties, at the costs and expenses such as registration charges etc, of the developer. In case area falling to the share of owner is sold by the developer (at the request of the owner) then the costs and expenses of transfer shall be borne by the purchaser.
- 6.4 Apart from the identification of share of the owner of in the layout plans, a separate document shall be prepared and executed by the developer wherein plot numbers, boundaries and areas of these plots falling to the shares of the owner shall be mentioned. That share of the owner shall be distributed in plots of all sizes, proportionately. That in case, owing to sizes of plots exact plotted area cannot be allocated then lesser or excess area infratech Pvt. Ltd.

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will be compensated at a mutually agreeable rate and amount in this regard will be paid, either by owner or by the developer, as the case may be, at the time of allocation.

- That the developer shall be bound to make payment to the owner qua 6.5 residential plotted area of the owner's share to the extent of 1/2 share i.e.725 sq yds per acre of said land at minimum rate of Rs.50,000/- per sq. yds. The developer shall be bound to make payment of the total amount of above-mentioned plotted area i.e. 725 sq yds per acre of said land calculated at the rate of Rs.50,000/- per sq yds within one year from the date of this agreement failing which the owner shall have a right to avail legal remedies (including but not limited to recovery, specific performance etc.) subject to a 30 days cure notice to the developer. The above-mentioned amount shall remain a charge upon the developer's share. That on payment being made by the developer, the developer shall be entitled to sell, alienate, dispose off the plots falling in such area and the owner will be bound to execute and register appropriate documents, deed in this regard either in favor of the developer or any third party, at the costs and expenses of the developer or the third party, as the case may be.
- 6.6 The remaining plots which are falling to the above share of the owner, if so opted for by the owner at his sole discretion and at a rate agreeable to the owner, shall be sold off by the developer and the moneys realised therefrom shall be transferred to the designated account of the owner. No sale will be made without written confirmation of the owner. That amounts shall be transferred directly to the owner without any deductions towards any charges, escrow, HRERA etc.
- 6.7 The Developer shall be entitled to retain, sell, lease or otherwise dispose off Developer's Share in the Project, whether in whole or in part, to one or more parties and shall also be entitled to all income, gain, capital,

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appreciation and benefit of all kinds or description accruing, arising or flowing there from. That if any further area, be it residential or commercial, is developed upon the said land, on account of any benefit, change in rules or policy etc then the owner shall be entitled to the same in above agreed proportion.

- 6.8 The Developer represents and warrants to the Owner herein that:
  - a) The Developer shall offer possession of the developed plots after obtaining the completion/Partial occupancy certificate from concerned authority, of Owner share of plot/s to the Owner/transferees as per time limits agreed herein.
  - c) The plots to be allocated, allotted and transferred to the Owner in terms of this Agreement shall be free from all encumbrances, liens, charges, injunctions, lis-pendens, mortgages, acquisitions, attachments and/or limitations of any nature whatsoever.
  - d) The Developer shall not charge any transfer charges on first transfers of the plots forming part of the Owner Share. In case of any charges payable to/levied by the Government for such a transfer, the same shall be payable by the Owner/its transferees.
  - e) The Maintenance charges of the plots forming part of the Owner's Share shall be payable as applicable at the decided rates to the maintenance agency, as per rules and applicable laws.
  - f) The Developer shall not differentiate the area falling to Owner' Share from the rest of the Project in any manner whatsoever, and shall provide all services uniformly to all the areas of the Project;
  - g) All bookings, allotment etc. for sale and marketing of the Project shall only be done after procurement of the Licence and obtainment of the requisite approvals from the RERA Authorities in the state of Haryana;

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the owner shall be bound to use documentation provided by the developer regarding the plots falling to his share.

6.9 The Owner and Developer agree that all the taxes, duty, fee, charges etc. like Stamp duty, Registration fee, GST on the purchase of property etc. shall be borne by the prospective buyers/ allottees of the project.

## WORK FORCE

- 7.1 The Developer shall be entitled, at its own cost and expense, to engage contractors, sub-contractors etc. for the purpose of carrying out development on the Said Land. The Developer alone shall be responsible and liable for bearing all costs and expenses for payment of any /all the dues of the contractors/sub-contractors or the labourers. The Developer shall be responsible for compliance of applicable laws including the applicable laws in relation to engagement of such contractors, sub-contractors or labour etc.
- 7.2 The Developer shall be entitled to employ engineers, architects, and consultants, skilled and unskilled workers to carry out and complete development of the Project under the terms of this Agreement.
- 7.3 It will be the exclusive obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time. No liability of any nature whatsoever for any reason shall be fastened on the Owner in case of non-compliance of any statutory compliances.

#### COSTS

8.1 That the Developer agrees to develop the Project, at its own costs, charges,

fees, rates, taxes, cess and/or expenses and with its own resources on the

Said Land.

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- 8.2 The External Development Charges ("EDC"), Infrastructure Development Work and the Internal Development charges ("IDC") for the Said Land/Project wherever applicable shall be borne and paid by the Developer. That out of the total plotted area which may fall to the share of the owner, the owner shall not be liable to pay EDC, IDC or such charges qua the plotted area, at any point of time. Apart from these charges, no other charges/dues/levies/PLC etc will be payable by the owner in context of the said project or owner's share. Owner shall be entitled to receive these charges except development charges from purchasers of owner's share and developer shall not claim them from purchasers.
- 8.3 The Developer shall bear all costs and expenses pertaining to the development of the Project, including cost and expense and the fees of the Architects, Engineers, Consultants and staff/work force for the preparation of layout, zoning and service plan etc. and obtaining of approvals including payments of submission fees, scrutiny fees, conversion and License fees shall be borne and paid by the Developer.
- 8.4 All costs and expenses relating to internal development of the Said Land including costs of materials, inputs, labour supervision, installation of electric sub-stations, transformers, horticulture as approved in the Service Estimates shall be borne and paid by the developer.

### 9. REPRESENTATIONS AND WARRANTIES BY THE OWNER

The Owner represent and warrant to the Developer as follows:

 The Owner is the absolute owner of the Said Land and is in uninterrupted possession, use and occupation of the Said Land;

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- (ii) The description of the Said Land set forth in the Schedule is true, accurate and complete and comprises of all of the land and premises vested in, occupied or used by, or in the possession of, the Owner.
- (iii) The Owner is fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Owner.
- (iv) The Said Land is currently free from all encumbrances, attachments, claims, liens, hindrances, lis-pendens, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary and partitions, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, reservation clearly demarcated in the government records as well as on the ground etc. and other charges of any nature whatsoever and howsoever and that there is no defect in the title of the Owner of the Said Land.
- (v) At the time of execution of this Agreement, the Owner has not agreed to sell or transfer whole or portions of the Said Land with any third parties and has not executed any other power of attarney.or, other agreements empowering any person/s to deal with the Said Land.
- (vi) The Owner is in possession and enjoyment and personal occupation of the Said Land;
- (vii) The Said Land is not a land in respect of which there is a prohibition regarding sale or transfer and there is no bar or prohibition to acquire, holds, transfer or sell the Said Land.
- (viii) There are no pending legal proceedings, litigations, suits, claims etc.
  with respect to the Said Land or any portions thereof;

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- (ix) The Owner has not received any notice of acquisition or requisition in respect of the Said Land or any part thereof;
- (x) All property taxes and cess in respect of the Said Land have been duly and punctually paid as on the date hereof, and the Owner shall be liable to make payments of the same till the date of execution of this Agreement. It is clarified that the Owner shall only be liable for any outstanding in this respect, including penalties and arrears, if any, till the date of this Agreement. Payment of property taxes and cess in respect of the Said Land post the execution of this Agreement till the completion and handover of Project to respective allottees shall be sole responsibility of the Developer.
- (xi) The Owner shall execute irrevocable Special Power of Attorney and Irrevocable General Power of Attorney in favour of the Developer in terms of this Agreement.
- (xii) The Owner shall not jointly or severally undertake any action which is deemed or is construed to be a contravention of any of the terms of the License, and further agree and undertake to abide by all the terms and conditions of the License obtained for the development of the Project.

#### 10. INDEMNITIES

#### 10.1 DEVELOPER'S INDEMNITY

(1) The Developer shall observe and comply with all applicable laws including but not limited to RERA, rules, regulations, terms and conditions of License, the layout plans and other statutory provisions including statutory payments as demanded in LOI/License of the Project. The Developer shall keep the Owner indemnified against any losses, damages, consequences arising either

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- out of any violations of statutory provisions, payments, conditions of License or on account of failure to fulfill its obligations pertaining to the Project.
- (2) All claims whatsoever made by any party concerned with development of the Project including but not limited to by contractors, sub-contractors, suppliers of materials, labourers / workmen, allotttees etc., except those attributable solely to title of Said Land, shall be borne and paid by the Developer. The Developer shall keep the Owner fully indemnified against all such claims and demands whatsoever.
- (3) The Developer undertakes and confirms that in the event of its breach or default of any of the terms and conditions, the Owner shall have unfettered and unconditional right to issue a notice to the developer calling upon the developer to remedy the breach or default with the specified period.
- Development of the Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless Owner and their representatives from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Owner due to any non-compliance of relevant statutes, laws, bye-laws including labour laws by the Developer in the course of development of the Project. Further, the Developer alone shall be responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, etc., and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands

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shall be settled and cleared by the Developer only and no liability on this account shall fall on the Owner.

- (5) The Developer, in its capacity as a developer in terms of this Agreement, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.
- (6) Parties agree that as per the compliance of the scheme, 10% of the total developed area shall be mortgaged with DGTCP. That the mortgaged area shall be from the share of the developer. Any sch similar compliances, if any or modified shall be done by the developer.
- (8) The Developer shall keep the Owner indemnified against any claims, losses, damages as may be caused to them on account of Developers breach of all/any of the terms of this Agreement or representations and warranties contained in this Agreement.

#### 10.2 OWNER' INDEMNITY

(1) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer and/or its buyers solely on account of any defect in Owner's title or physical possession on ground to the Said Land or the existence of any encumbrances thereon.

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- (2) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer on account of Owner' breach of all/any of the representations and warranties contained in this Agreement.
- 10.3 The Parties to this Collaboration Agreement mutually agree that, except for litigation on account of title of the Said Land which shall be borne entirely by the Owner, all costs and expenses of any litigation (after execution of this Agreement) (including litigation on account of proceedings under provisions of The Land Acquisition Act, 1896) pertaining to the Said Land shall be borne by the Developer.

#### 11. BANK GUARANTEE

11.1 Any bank guarantees required for payment of EDC/IDC and carrying out internal development or any other obligation required by any authority, shall be furnished by the Developer only. All costs, expenses including any margin money to obtain any Bank Guarantee for EDC, IDC and internal development shall be borne and paid by the Developer only. The Developer can keep (out of its share) 10% of the developed area out of the frozen areas as mortgage with the authority in lieu of bank guarantee as per the conditions of the License and Owner shall not have any objection to the same. However, the developer shall make sure that under no circumstances, the share of the owner be adversely affected by such bank quarantee.

## 12. **DEPOSIT**

12.1 The Owner shall be entitled to refunds, if any, of any amounts deposited by the Developer with various authorities in the name of the Owner for seeking approvals etc. If refunds are received in the names of the Owner,

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those shall be reimbursed by the Owner to the Developer within 7 days of receipt of money from such authorities. This shall however be subject to the Developer abiding with the terms of this Agreement.

12.2 That the developer shall endeavour to apply and obtain the requisite license for the proposed project, within a period of 12 Months from the date of execution of this collaboration agreement. The timelines for completion of the project shall be within one year of grant of license.

#### 13. TIME FRAME

- 13.1 That the developer will be liable to get the license from the competent authority within 12 months from the time of signing of this collaboration agreement.
- 13.2 That the developer shall be bound to complete the development of the said project within 24 months of signing of this collaboration agreement

#### 14. PENALTY CLAUSE

- 14.1 That the developer shall be liable to pay a penalty of Rs 1,50,000/- per acre per month for the area of which possession is to be given to the land owner by the developer if development of the project is completed within a period of 24 months from the date of signing of this collaboration agreement.
- 14.2 That if the developer fails to pay the amount as per point 6.5 of this agreement then a interest penalty shall be charged from the developer @ 1.5% of the balance amount per month.

## CONSIDERATION:

15.1 The consideration on the part of the Owner includes provision of the Said Land and getting the developed plots in lieu thereof from the Developer in terms of this Agreement. Apart from the aforesaid the developer has made

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following payments to the owner as non-refundable deposit, non-recoverable amount:

a. 68,31,000/- (Sixty Eight Lakh Thirty One Thousand Rupees) paid vide Cheque no 000005 dated 31-10-2023 of amount 21,00,000/- (Twenty One Lakh Rupees), Cheque no 000036 dated 20-10-2023 of amount 30,00,000/-(Thirty Lakh Rupees) Cheque no 000038 dated 31-10-2023 of Rupees 17,31,000/- (Seventeen Lakh Thirty One Thousands Rupees) drawn on HDFC BANK LTD. and balance 68,31,000/- (Sixty Eight Lakh Thirty One Thousand Rupees) will be pay at the time LOI.

The above-mentioned amount shall not be recovered by the developer or refunded by the owner under any circumstances, including but not limited to non-grant of license, termination of this agreement by owner, delays, change in policies regarding usage of the said land or relating to the grant of license etc.

#### 16. MARKETING

- 16.1 Marketing of the Owner Share (and sales, if opted by the owner) shall be exclusively carried out by the Developer as per mutually agreeable terms and conditions.
- 16.2 All necessary documents/agreements, conveyance deeds for bookings/sale of plotted areas shall be prepared by the Developer in consultation with the Owner to maintain uniformity of general terms including maintenance of the Project.

#### 17. MAINTENANCE OF THE PROJECT

17.1 All the common areas and facilities of the Project like roads, water and sewerage lines, street lighting, parks etc. shall be maintained by the Developer and/or its nominees till handed over to the concerned Local

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Body/Authority or the Residents Welfare Association of the Project and would also be subject to rules mentioned in Real Estate and Regulation Act 2016.

- 17.2 The Owner acknowledge and agree that terms of Allotment Agreement, Conveyance Deed, Maintenance Agreement, Electricity Supply Agreement of the areas falling within the Owner' Share, whether retained for self-use, or transferred or gifted to 3rd party, shall be at par with the areas falling in the Developer's Share. The Owner agree and undertake that all the aforesald agreements shall be signed and executed by the Owner and/or its nominees/allottees without demur as and when requested by the Developer and all expenses in relation to the same shall be borne solely by the Developer.
- 17.3 The Owner shall be obligated to pay maintenance charges to the Developer with regard to the Owner's Share. In the event the plots from the Owner's Share are however sold/transferred/leased to any third party, the Developer shall be entitled to recover proportionate maintenance charges from such buyer/lessee/transferee. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance and resources.

#### 18. TAXES

18.1 All taxes, levies or any other type of financial obligations of the Owner with reference to the Said Land, up to the date of signing of this Agreement, incurred/ to be incurred shall be met and discharged by the Owner. After signing of this Agreement all such levies and taxes will be paid by the Developer for all the areas. The Owner and Developer undertake to keep each other fully harmless and indemnified against any liability or financial obligations on this account respectively. The Owner and/or buyers of their share of areas shall also be liable for all taxes including property taxes,

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charges, levies or any outflows in respect of their areas in the Project from the date these are levied/made applicable. Similar taxes, charges, liabilities relating to Developer's share of areas shall be met by the Developer or the buyers of its share of areas.

- 18.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows after obtaining Completion Certificate, in respect of their share of areas in the Project from the date these are levied/made applicable and might be passed on to the buyers as may be decided by them.
- 18.3 The Parties have mutually agreed that the taxes relating to development work like works contract tax, service tax/GST as applicable on contractor's bill etc. shall be borne by the Developer for the entire Project including the Owner Share.
- 18.4 That the Parties hereto shall be liable in respect of income tax for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.
- 18.5 The Owner and the Developer agrees that any indirect taxes payable, including but limited to goods and services tax, on this Agreement or allocation and allotment of Owner Shares or grant of development rights to the Developer shall be paid and borne by the Developer.

#### 19. RAISING OF LOANS

The Developer shall be not entitled to raise by mortgaging the Said Land.

However the developer may raise loans by any other means, without encumbering the share of the owner and without restricting the rights of the owner under this agreement. There shall be no liability on the Owner for re-payment of the loans or any interest thereon. The intending customer/buyer of Developer shall be entitled to raise loans in its own

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name from the bank / financial institutions for purchasing the Plot/s to be developed by Developer in the area falling in its share (Developer's Share) by mortgaging their Plot(s), and the Owner shall facilitate the same and agrees to sign/execute all such documents, application etc as may be required for sanction/disbursement of the loan without assuming any liability in relation thereto. The Developer shall be entitled to issue no objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of areas falling in Developer share in favour of any banks/financial institutions without creating any liability on the Owner. Likewise, the Owner may also be entitled to issue such no objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks/financial institutions and the Developer shall co-operate for the same. In case of enforcement of such mortgage by the Bank/Financial Institution, the Developer shall ensure that the Owner Share shall not be effected in any manner whatsoever and the Developer shall keep the Owner fully indemnified in this regard.

## 20. EXECUTION OF SALE DEEDS

20.1 Upon receipt of the License and satisfactory distribution of respective areas of falling to the shares of the owner and the developer, the Developer shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the Developer's Share in the Project in favor of its buyers at the cost and expense of the buyers in terms of the allotment agreement to be entered with the prospective buyers of the Project, in accordance with applicable laws. In case the area falling to the share of owner is required to be disposed off by the developer, as mentioned in this agreement then appropriate authorisation shall be granted in this regard by the owner

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enabling the developer to execute sale deeds/conveyance deeds and all other similar documents thereof regarding to the owner share. The inter se distribution of the plots, between the owner and the developer shall be done pre-registration of project with RERA. The transfer as agreed per clause 6.3, will be done after OC.

## GENERAL

- 21.1 The name of the Project shall be decided by the Developer.
- 21.3 Subject to the terms of this agreement, the agreement shall be irrevocable and no modification/alteration etc in the terms and conditions of the agreement can be undertaken, except after obtaining prior permission of the DTCP, Haryana. The Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the

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responsibility by the DTCP Haryana, whichever is earlier. That the developer shall follow the provisions of the Real Estate ( Regulations and Development ) Act 2016, and rules framed thereunder shall be followed by the developer in letter and spirit. That the developer shall not violate any provisions of the Haryana ceiling on land holding act 1972. That the developer shall integrate the bank account in which 70 percent allottee receipts are credited under section ~4(2)(I)(D) of the Real Estate (Regulations and Development) Act 2016 with the online application /payment gateway of the department , in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the state treasury. The developer shall execute the development works as per Environmental clearance and comply with the provisions of environment protection act 1986, Air (prevention and control of pollution) act 1981, and Water (prevention and control of pollution) act 1974.

- 21.4 That this Agreement may be executed in counter parts, each of which shall be deemed to as an original, but all of which together shall constitute one and the same instrument and Agreement. That the owner will not sell plots falling to his share at a rate which may be lower than the official rate at which developer is selling the plots of its share, however a margin of 5% will be acceptable. The owner will be entitled to sell the plots of his share through the developer, at higher rates, if the occasion so arises.
- 21.5 That this Agreement records the complete agreement between the parties and supersedes all provisions, correspondence, undertakings, agreements, letters, papers or documents exchanged and/or executed by the parties. That in case any amendment is to be made to the Agreement, the same

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- shall be with mutual consent of the parties and shall be in writing and got signed by the parties.
- 21.6 No amendment or modification in this Agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representative of each party and such writings are expressly stated and accepted as being an amendment to the Agreement
- 21.7 If any provision of this Agreement shall be determined to be void or un-enforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 21.8 The Owner and the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owner and the Developer nor shall the Owner and the Developer in any manners construe it as an association of persons unless and except to the extent specifically recorded herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities.
  Each party shall keep the other indemnified from and against the same.
- 21.9 That if any provision of this agreement or the application thereof to any person or circumstances shall be invalid or un-enforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a provision, which is valid and enforceable and most nearly reflected the

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original intent of the invalid or unenforceable provision. The stamp expenses and registration charges of this agreement will be borne by the developer.

21.10 That each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative, and the exercise or forbearance of exercise by either party of one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.

21.11 Unless otherwise state, each notice to be made hereunder shall be made in writing by the authorized signatory but unless otherwise stated, may be made by Email or Speed Post, provided however that any notice under this Agreement is sent by Email, shall simultaneously be sent by speed post as well. A notice shall be deemed to have been duly served upon receipt and dispatch by Speed Post shall be conclusive proof of its receipt by the addressee. Such communications shall be at the addresses which are as follows:

## If to First Party:

Name

: Mr. Inderjeet Yadav S/o Jai Kishan Yadav

Address

: House no.3-4/7, Opposite Sahara Mall, D.L.F-2, DLF Qutub

Enclave, Gurugram-122002

### If to Second Party:

Name

: M/s. VK and Sons Infratech Pvt Ltd

Address

: 10A, Ground Floor, Park Centra, Sector-30, Gurugram

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement shall be made or delivered to the other Party at its address specified above. In case of change in address such other address shall be notified by that Party to the other Party by giving not less than 15 days' notice of such change of address, and shall be

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deemed to have been made or delivered (i) in the case of any communication made by Email when transmitted, and (ii) in the case of any communication made by letter; when left at that address or otherwise received by the address.

## 22. FORCE MAJEURE

The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by specific force majeure conditions which are war, pandemic, riots, act of god.

## 23. DISPUTE RESOLUTION

23.1 In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim amicably. In the event no amicable resolution or settlement is reached then such dispute shall be subject to jurisdiction of court at Gurugram.

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## आयकर विमाग INCOME TAX DEPARTMENT



## भारत सरकार GOVT. OF INDIA

ई- स्थायी लेखा संख्या काई e - Permanent Account Number (e-PAN) Card AAJCV3615L

mil Name

VK AND SONS INFRATECH PRIVATE LIMITED

नगमन/गठन भी तंत्रील

Date of Incorporation / Formation







- Permitten Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, not denimation arrais, matching of information and easy mandenimes & materal electronic information one relating to strapeyor eard electronic information of information and experimental electronic information in the second electronic el
- Quanting of PAN is new mandatory for several transactions openified under Income Tay Act, 1964 (Refer Rule 114b of Income Tay Rules, 1962) across all blue, 1964 is some field of Several Burn 1962 is from 1965 in 19
- Possessinger many monochastone PAN is against the law & may etract possity of upoo Rs. 10,000.

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Electronically issued and Digitally signed of AN is a valid mode of Issue of Permanant Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (II) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, 1965 here

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in English, and executed by both parties or their respective duly authorized representative on the day, month and year\first above written.

Developer

Sandeep Nambardur

Sandeep Nambardur

Robert Go Sultan Singh

Ro- Chandla dungarwas

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## VK AND SONS INFRATECH PRIVATE LIMITED

10A, Ground Floor, Park Centra, Sector-30, Gurgaon HR 122003 INDIA CIN No.: U68100HR2023PTC111290

Date: 28-10-2023

Extract of the minutes of the meeting of board of Directors of the Company M/s VK And Sons Infratech Private Limited on 28.10.2023 at 11:45 AM at the registered address of the company 10A, Ground Floor, Park Centra, Sector-30, Gurgaon HR 122003 INDIA

RESOLVED THAT the Board do hereby appoint to Mr. Mohd. Anees (Adhaar No. 2204-4920-0724) No Mohd. Ismail R/o Madhav Pur Madhav pur Chhatauna Sultanpur Sultanpur Uttar Pradesh 228119 of the company as authorized Signatory to execute Collaboration Agreement, GPA. SPA and Sale Deed of the Land Khewat no. 1221-1194. Khatauni no. 1236, Khewat No. 1209 Khatauni 1224 situated at Revenue estates of village Pataudi Tehsil Pataudi Distt. Gurugram Haryana.

FURTHER RESOLVED THAT to Mr. Mohd. Anees of the company as authorized Signatory for Signing Collaboration Agreement, GPA & SPA and all related document execution of all above mentioned agreement and formulaties on behalf of the company and in favour of the company M/s VK And Sons Infratech Private Limited Project undertaken by M/s VK And Sons Infratech Private Limited

For VK And Sons Infratech Private Limited

Vk & Sons Infratech Pvt. Ltd.

BLIENDRA PAL SINGH

(DIRECTOR)

For VK And Sons Infratech Private Limited

Vk & Sons Infratech Pvt. Ltd.

VLIENDRA PAL SING Prector

Vysitra Pal S

(DIRECTOR)

Vk & Sons Infratech Pvt. Ltd.

with Signatory

PLACE GURUGRAM Date 28 10 2023