Non Judicial	Ó	Indian-Non Judicial Stamp Haryana Government	Date : 14/03/2023
Certificate No	G0N2023C2950	*G0N2023C2950*	Stamp Duty Paid : ₹ 3637500
GRN No.	100267585	*100267585*	Penalty: ₹0 (Rs. Zero Only)
		Seller / First Party Detail	
Name: H.No/Floor : City/Village : Phone:	Shivaji park Dist	Value Lib	eeva ayurveda hospital road Haryana nd an a taryana in a taryana
Name :	Ms Greenfield Infraprojec		Mamram east plaza
H.No/Floor : City/Village:	Mayur vihar Dis	mand. oo	Delhi
Phone :	86*****46	The set of	12395
Purpose :	Collaboration Agreement	1 and a start	15-03-2023
		SOHNA	

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

## COLLABORATION AGREEMENT

This CollaborationAgreement ("Agreement") is executed at Gurugram on this 15<sup>th</sup> day of March, 2023

# **BY AND BETWEEN**

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Sh. Rakesh Bhardwaj (Aadhaar Number 2362 8252 9501 and PAN BWFPB0622P) S/O Late Sh. Raghunanadan Singh @ Raghunandan Bhardwaj, Smt. (Lashi Gaur (Aadhaar Number 6687 1729 4479and PAN AHIPG5035E) W/o Sh. Kaushal Gaur, Ms. Anita Bhardwaj (Aadhaar Number 6091 7166 1263 and PAN AUYPB7515P) D/o Late Sh. Raghunanadan Singh @ Raghunandan Bhardwajand Ms. Sunita Bhardwaj (Aadhaar Number 2195 5068 1434and PAN AMLPB3787C) D/o Late Sh. Raghunanadan Singh @ Raghunandan Bhardwajandall are resident of Village and

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तहसील/सब-तहसील	सोहना				
गांव/शहर	Sohna				
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रुपये Drafted By: A.K. KHAT लेख आज दिनाक 15-0: KESH BHARDWAJ पुत्र RDWAJ पुत्री RAGHUN. DABAD द्वारा पंजीकरण est. 22 MaSky	ANA ADV. 3-2023 दिन बुधवा RAGHUNANADA ANADAN SINGH T हेतु प्रस्तुत किया AnaBla - A Masla - A Merida	N SINGH SHASHI O SUNITA BHARDWA ITAI   Graver may	Service Cha बजे श्री/श्रीमती GAUR पुत्री RAG U पुत्री RAGHUN उप/सयुंक्त पंजी	arge:0 /कुमारी HUNANDAN SING NANADAN SING प्रिंग संदे राजि	∃ निवास हना )

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीSACHIN CHOUDHARY पिता PREM KUMAR CHOUDHAER निवासी DELHI व श्री/श्रीमती /कुमारी MANISH KASHYAP पिता JAYANTRI RAM निवासी DELHI ने की |

> अयुद्ध तब राजस्ट्रार अयोहना

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

Tehsil Sohna, District – Gurugram, Haryana (Hereinafter collectively referred to as "**the Owners'"**) which expression shall unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, administrators, permitted nominees and assigns of the FIRST PART

#### AND

**M/s Greenfield Infraprojects Pvt. Ltd.,** a company incorporated under the provisions of Companies Act, 1956 having PAN [•] and having its registered office at Shop No. 311, T/F Plot No. 192, Mamram East Plaza, Mayur Vihar, Phase-3, New Delhi – 110096**through itsDirector Mr. Mayank Pathak**(Aadhaar Number 5015 0783 5343and PAN AJOPP1687R **and Mr. Mayank Agarwal** (Aadhaar No. 3365 6237 9066& PAN No. AGUPA8838L (Hereinafter referred to as "**the Developer**") which expression shall it be repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PART.

The "**Owners**" and the "**Developer**" are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

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## WHEREAS:

A) Shri Rakesh Bhardwaj and Late Smt. Shyam Kumari ("Erstwhile Land Owner")had entered into a collaboration agreement dated 05<sup>th</sup>day of July 2013 with the Developer (hereinafter referred to as "Erstwhile Agreement") to develop a group housing colony ("Earlier Project") on certain land bearing rectangle /Killa no.'s . 144//11/1(2-0), 19(8-0), 20(8-0), 21 (8-0), 2 (8-0), 23/1 (2-0), 145// 16 (6-5), 17 (8-0), 18/2 (2-8), 25 (7-11), 26 (2-11), 175//2 (8-0) , 3/1 (2-0) and 145//23/2/1 (0-10), 24/1 (3-17), situated in the revenue estate of Village and Tehsil- Sohna, District – Gurugram, Haryana (hereinafter collectively referred to as the "Said Land") total admeasuring area 77 Kanal 02 Marla equivalent to 9.6375 Acre.

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<b>दावेदार</b> LTD	:-	thru MAYAN AGARWALOTHERMS GREENFIELD INFRAPROJECTS PVT
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### प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12395 आज दिनांक 15-03-2023 को बही नं 1 जिल्द नं 80 के पृष्ठ नं 77.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 94 के पृष्ठ संख्या 85 से 88 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

> उप/सयुंक्त पंजीयन अधिकारी( सोहना ) संयुक्त राज रहिरहार

दिनांक 15-03-2023

That due to certain change of understanding between the Developer, Mr. Rakesh Bhardwaj and the Erstwhile Land Owner, the Erstwhile Agreement was cancelled vide and under the terms of a cancellation agreement dated 4th December, 2020 ("Cancellation Agreement")wherein the physical possession of the entire land had been taken back by the Land Owners from the Developer. However, upon the signing this collaboration agreement the physical possession of the entire land, as on date, has been handed over by the land owners to the Developer and from here onwards the land owner undertakes not to disturb the possession of the developer.

C) That the Parties hereunder have now mutually agreed to enter into this Agreement to record their understanding in relation to the development of the Project (as defined hereinafter) over the Said Land.

D) The Parties hereby record that Mr. Rakesh Bhardwaj and the Erstwhile Land Owner were the absolute owners and in possession of the entire Said Land and were the executants to the Erstwhile Agreement in favour of the Developer andthat after the demise of Smt. Shyam Kumari (one of the Er while Land Owner, her share in the Said Land has been distributed in four equal parts to her surviving legal heirs viz Sh. Rakesh Bhardwaj, Smt. Shashi Gaur, Ms. Anita Bhardwaj and Ms. Sunita Bhardwaj (i.e. the Owners) and as per Intkal / Jamabandi no. 1710 Dated 02-12-2020. The details of the Said Land and the updated extent of ownership of the Said Land between the Owners post the demise of the Erstwhile Land Owner is attached as Annexure-A. The surviving member certificate of the Erstwhile Land Owner has been procured by the Owners and a copy of the same has been provided to the Developer.

E) The Said Land is therefore now owned in the following manner:

> a. Rakesh Bhardwaj, Sashi Gaur, Anita Bhardwaj and Sunita Bhardwaj i.e. the Owners are the absolute owner and in possession of the land bearing rectangle /Killa no.'s . 144//11/1(2-0), 19(8-0), 20(8-0), 21 (8-0), 22 (8-0), 23/1 (2-0), 145// 16 (6-5), 17 (8-0), 18/2 (2-8), 25 (7-11), 26 (2-11), 175//2 (8-0), 3/1 (2-0) total admeasuring area 72 Kanal 15 Marla equivalent to 9.09375Acre; and

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b. Sh. Rakesh Bhardwaj is the absolute owner and in possession of the land bearing rectangle /Killa no.'s 145//23/2/1 (0-10), 24/ (3-17) total admeasuring area 04 Kanal 07 Marla equivalent to 0.54375 Acre.

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- That notwithstanding the execution of the Cancellation Agreement, the Owners agree and acknowledge the Developer had undertaken the following actions pursuant to the terms of the Erstwhile Agreement:
  - a. The Developer had at its costs and expenses procured a letter of intent in relation to the Earlier Project from the Director General, Town and Country Planning, Haryana ("DTCP") vide Memo No. LC-2956-JE (S) 2013/19264 dated August 21, 2014 ("LoI"). However the scid LoI has expired and the Parties have agreed not to pursue the development of the Earlier Project pursuant to the terms of the Cancellation Agreement;
  - **b.** The Developer vide Memo No. 18 dated January 02, 2014 issued by the Haryana Vidyut Prasaran Nigam Limited to the Developer (procured by the Developer at its own costs and expenses), had obtained the permission for the shifting of the high tension wire passing over the Said Land. The Developer shall undertake the necessary actions in this regard and ensure that the said high tension wire passes underground through the periphery of the Project during the course of development of the same and the necessary actions shall be undertaken by the Developer at its own costs and expenses; and
  - c. The Developer had paid a cumulative non-refundable consideration of Rs. 10,57,50,000/- (Rupees Ten Crore Fifty Seven Lakh and Fifty Thousand only) ("Paid Amounts") to Mr. Rakesh Bhardwaj and the Erstwhile Land Owner pursuant to the terms of the Erstwhile Agreement and which has been appropriated by the Owners. The details of the said Paid Amounts are provided under Clause 2.6 hereunder. It is agreed between the Parties hereto that notwithstanding the cancellation of the Erstwhile Agreement vide the Cancellation Agreement, it is agreed between the Parties that the Paid Amounts shall form an integral part of the Owners' Consideration (as defined hereinafter) under the terms of this Agreement.

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**G)** In accordance with the revised understanding arrived at between the Parties under this Agreement, the Parties have agreed that theSaid Land shall be utilized by the Developer for the purpose of developing a plotted housing colony ("**Project**") as per the provisions of the Deen Dayal Upadhyay Jan ( was Yogna Policy, 2016 ("**DDJAY**"). It has also been agreed between the Parties that in the event there is requirement of constructing and developing any amenity area as per the terms of the DDJAY policy, the same shall also be undertaken by the Developer at its own costs and expenses.

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H) That the Owners are not equipped to execute and complete the Project and acknowledge that the Developer has the experience, expertise and resources for projects of the said nature and also enjoys good reputation in this field. The Owners have therefore agreed to collaborate with the Developer so that the Developer is able to develop and construct the Project over the Said Land in accordance with the terms of this Agreement.

## NOW, THEREFORE THIS AGREEMENT WITNESSETH AS UNDER-

- 1. That the Owners have represented to the Developer that the Said Land which is subject matter of this Agreement can be utilized for the purpose of developing the Project thereon after obtaining necessary licenses, permissions and sanctions from the concerned authorities in this behalf including but not limited to the license from the DTCP, approval under the DDJAY Scheme and registration of the Project under the provisions of RERA.
- 2. On execution of this Agreement, the Developer shall be entitled to enter upon the entire Said Land, survey the same, prepare the layout and service plans and development scheme for submission to the DTCP, HRERA and/or any other Governmental authorities as may be concerned in the matter and for obtaining the requisite licenses from the DTCP, approval under the DDJAY Scheme, registration of the Project under RERA and any other permissions, sanctions, approvals, for the development and construction of the Project on the Said Land.
- 3. That the Developer undertakes to execute and complete the said Project entirely at its own cost and expenses and with its own resources after procuring and obtaining the requisite licenses, permissions, sanctions and approvals of all the

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concerned authorities and thereafter develop the Project on the Said Land and the Owners agree to vest in the Developer all requisite powers and authorities of the Owners as may be necessary for obtaining the licenses, permissions, sanctions and approvals for development, construction and completion of the said Project including but not limited to the license from the DTCP, approval under the DDJAY Scheme and registration of the Project under the provisions of RERA. All the expenses for obtaining licenses, permissions, or sanctions from concerned authorities shall be borne by the Developer.

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5.

It is provided hereunder that the Owners shall be collectively enabled to the Owners' Share (as defined hereinafter) for providing the Said Land for development of the said Project thereon and that the Owners' Share shall belong and shall accrue solely to the benefit and enjoyment of the Owners. The Owners shall be entitled to dispose off the Owners' Share in any manner they deem fit provided that price and terms of sale of the plots being comprised within the Owners' Share shall be in accordance with the rates and terms as prescribed by the Developer. In the alternative and notwithstanding anything contained in this Agreement, the Owners may decide to have the Owners' Share sold through the Developer provided that the Owners intimate the Developer of such decision no later than 90 (ninety) days from the date of handover of the Owners' Share to the Owners. Upon the Owners deciding to have the Owners' Area and through the Developer, the Owners shall be liable to bearan administrative fee equivalent to 1% of the sale value of the plot of land owner's allocation over and above the actual brokerage payable upon the sale of units in relation to the Owners' Share and the same shall be promptly paid to the Developer. The Developer shall however not be under obligation to assure the sale of the entire Owners' Share and the Owners shall not have any claim against the Developer in the event the Developer fails to achieve the same. It is further provided

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Sunita Bhardwaj	Greenfield Infrapro	
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hereunder for the sake of clarity that the Owners shall not be entitled to receive any other amounts or any other area in the Project over and above the Owners' Consideration (as defined hereinafter) and the Owners agree and acknowledge the same and that they shall not be entitled to any other benefit / claim save and except the Owners' Consideration. That once the Owners' Share is delivered to them, the Developer shall have complete, unfettered, unencumbered, absolute and undisputed ownership of the balance Said Land area and the plots and/or the developed area thereon and the Developer shall be entitled to get executed such necessary documents/deeds as may be necessary and required to give effect to understanding as provided herein and the Owners agree to execute the same without any demur or protest immediately upon receipt of such request by the Developer. The Owners agree to be personally present before any Governmental Authorities and give such depositions, file such forms and execute such documents and undertakings as may be required to give effect to the same. Any future rights, title or interests of any nature whatsoever in relation to the balance Said Land at any point in time including but not limited to additional FARshall accrue solely to the benefit of the Developer to the exclusion of any other Parties and the Developer shall be entitled to utilize the same in any manner it deems fit.

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- 6. That the Developer shall proceed to pay the External Development Charges (E.D.C) and Infrastructure Development Charges (I.D.C) in relation to the entire Project i.e. both the Developer's Share and the Land Owner's Share.
- 7. That all the rates, cesses, taxes etc. in respect of the Said Land for the period up to the date of signing of this Agreement shall be borne and paid by the Owners. All tax liabilities in relation to the sale of the plots comprised within the Owners' Share and the Developer's Share (as defined hereinafter) shall be borne by the Owners and the Developer respectively.
  - In consideration of the Owners granting to the Developer the Development Rights to develop the said Project over the Said Land along with the entire economic interests in relation to the Project and the rights to sell, alienate, transfer, deal with or dispose off the whole developed areaconstructed thereon under this Agreement (excluding the Owner's Share as defined hereinbelow) and due performance by the Owners of their roles and responsibilities under the terms hereof, the Owners shall be entitled to the following:

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Sunita Bhardwaj SUMM Bhaldh	Greenfield Infraprojects	Pvt. Ltd.	

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(a) 11,000 square yards of developed plots in the residential component of the Project; and

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(b) 1,100 square yards of developed plots in the commercial component bAthe Project.

(hereinafter collectively referred to as the "**Owners' Share**"). For the purposes of this Agreement, developed plots comprised within the Owners' Share shall mean plots with all allied and ancillary infrastructure in relation thereto fully developed and in place and no other development thereon.

It is further mutually agreed between the Parties that the Developer can also and shall be entitled to utilize all the developments benefits / rights available on the Said Land viz : maximum possible FAR, TDR or any other future associated benefits, for its own self to the complete exclusion of the Owners and that the Owners have agreed that they shall have no rights, title or interests in relation to the same and shall only be entitled to the Owners' Share. That the Developer shall sell the said Project in any format as Developer deems fit as per the terms & conditions laid down by the DTCP & Haryana Real Estate Regulatory Authority ("HRERA"). It is provided hereunder for the sake of clarity that minimum permissible free FAR available on each plot in the Project under the current DDJAY Scheme shall be available to the Owners upon allocation of the Owners' Share. In the event FAR available on each plot in the Project increases in future, pro-rata increased FAR shall be available to the Owners against the plots in the Owners' Share. The Owners shall also have the right to purchase from the relevant Governmental authorities, at their sole costs and expenses any extra FAR available with respect to the plots in the Owners' Share.

The balance area of the Project save and except the Owners' Share shall belong solely to the Developer ("**Developer's Share**"). It is hereby clarified that the Developer shall have the right to sell the bare plots comprise, within the Developer's Share or undertake construction over the same at its own costs and sell as floors.

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The Owners hereby agree and acknowledge that the Developer has already paid the Paid Amounts to the Owners/Erstwhile Land Owner in the manner as mentioned herein below:

SNo.	Payment/ Amount	Stage of Payment	
1	5, 53, 87,500	Already received / paid	
2	5, 03, 62, 500	Already received / paid	

The Owners' Share and the Paid Amounts are hereinafter collectively referred to as the "Owners' Consideration".

- 10. The Paid Amounts are non refundable in nature and that the Owners are not entitled to any other consideration save and except the Owners' Consideration.
- 11. Subject to the rights of the Owners to sell the Owners' Share either itself or through the Developer (as contained in Clause 5 hereinabove), the Owners shall not have any rights on the Project to be developed on the Said Land and the Developer solely shall be entitled to retain, sell or lease / transfer the plots / shops/ floors & other developed areas of the aforesaidProject. Further the Developer shall be entitled to create third party interests by way of registration of sale deed(s) on the whole area of the said Project (save and except the Owner's Share).
- 12. That the common areas of the Project shall be maintained by the Developer or a professional maintenance company appointed by the Developer and the necessary maintenance charges shall be paid proportionately by the Owners and the Developer in their area sharing ratio irrespective of the occupancy. The liability of the Owners to pay maintenance charges shall accrues from the date when the Developer intimates to the Owners for taking possession of the Owners' Share or part thereof. The maintenance charges shall be commensurate in the charges applicable on all other customers and resources and the guiding principle would be the cost of maintenance of similar project in Gurugram.
- 13. That the respective allocations of the Owners' Share and the Developer's Share shall be by way of a systematic allocation matrix mutually agreed designating the plots to be allocated to each of the Parties. The systematic allocation matrix means that the plots shall be allocated by the developer to the landowner upon

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the approved layout plan of DDJAY Scheme from the front to the back in the proportion of the Landowner's area share to the total developed plot area of the project.

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That the Developer has agreed to deliver possession of the Owners' Share as per 14. agreed terms and conditions and in case the non-completion of the Project is the result of Force Majeure i.e. by the act of Godlike earthquake, lightening or any order or notification of the Government or due to any reason beyond the power and control of the Developer which prevents or delays the progress of the construction and development, the Developer shall be granted extension of time for completing the said Project. However the Developer shall make all reasonable endeavour to complete the Project on time.

That the Owners have declared and represented to the Developer that the Said 15. Land is free from all charges gifts, mortgage, lien, tenancy, unauthorized occupation, claims, litigations, demands, attachments, court decree and is free from any notice of acquisition. Owners assure that they will not enter into any kind of agreement/arrangement other than for the purpose of this Agreement qua this Said Land. Developer has also verified to the above facts. However, if any dispute/litigation/title defect arises with regard to above Said Land, under those circumstances, Owners are bound to take immediate action and resolve the dispute within earliest possible time in which Developer will give full cooperation and support. Owners will keep the Developer (including its directors, agents, representatives, affiliates and employees) and any other affected party indemnified and harmless against all such demand claims for the damages/losses, cost/expenses which the Developer (including its directors, agents, representatives, affiliates and employees) may sustain due to act and conduct of the Owners against any such dispute/litigation. It is further agreed that in case of any claim, outstanding demand, litigations and/or court decree shall be met with, satisfied, challenged and or defended, as the case may be, by realized shall be bv Developer the expenses thereof and the appropriating/reducing the area of the Owner's Share. All the expenses regarding any disputes / litigation pertaining to the said land shall be solely borne by the Owners and the Developer shall not be liable in any manner whatsoever. The Owners shall also indemnify the Developer without any demur or protest in the event the Project or the development rights of the Developer gets adversely impacted due to any inters-se dispute between the Owners.

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Sunita Bhardwaj	Greenfield Infrapro	jects Pvt. Ltd.	
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16. That the Developer shall proceed to have suitable design, model and/ or plans' prepared for the proposed Project and get them approved / sanctioned from the Competent Authority(ies) in accordance with applicable laws including but not limited to provisions of the DDJAY policy. For this purpose, the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall, on behalf of the Owners apply to the Director Town & Planning, Haryana Urban Development Authority/HRERA and/ or such other authorities as may be concerned in the matter for obtaining the requisite licenses permissions, sanctions and approvals for the execution and completion of the Project in accordance with the applicable Zone Plans. The developer shall provide a copy of the approved layout plan of the project to the Landowner once the same is received from the DTCP, Haryana.

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Pursuant to the terms of the applicable laws and licenses, including the terms of DDJAY policy, the Developer has agreed to develop certain infrastructure amenities in the Project/undertake certain actions in relation to the Project including construction of internal roads within the Project, provision of underground electrical lines leading to each of the Plots comprised within the Project, construction and development of drainage and sewage system, installation of street lights within the Project, development of green parks within the Project etc.

7. That subject to the provisions of applicable laws, the Developer shall be entitled to make modifications in the plan, design and layout depending upon the exigencies during the execution of the construction work. The Developer shall as far as possible make efforts as the Developer deems appropriate to obtain and utilize maximum permissible FAR and to raise construction thereupon. The Developer shall have the absolute discretion in matters relating to the method, manner and design of construction subject to such alterations, methods or changes not affecting the interest of the Project and quality of construction.

18. That the Parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into by each of them of their free will.

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19. That the Owners have provided the relevant documents and shall execute a General Power of Attorney in favor of the Developer along with the Agreement for the purpose of various sanctions, permissions, representations, affidavits etc. on behalf of the Owners from time to time for procuring the requisite licenses, permissions, sanctionsfrom the various concerned departments of the competent authorities, so the work will not suffer as the Owners will not be available from time to time. Further if any documents are to be submitted and signed by the Owners in person then the Owners shall make their availability from time to time and ensure that the objective of this Agreement shall never be frustrated in any manner.

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- That the Owners shall provide all information and documents as may be 20.required by the Developer in connection with the said Project and shall render all possible assistance and shall sign all applications, representations, petitions, indemnities, affidavits, plans and such other documents including power of attorney, either on their own name of in the name of any of its nominees for the purposes of the submission to the DTCP, HRERA and/or any other Governmental Authority to enable it to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the execution and construction of the said Project including the application forobtaining licenses and getting sanctioned the plans and to carry out any modifications or amendments therein, for obtaining controlled building material, for getting installed electric connections, water and sewage connections and in general for fully effecting the terms and conditions of this Agreement.
- 21. That the Developer shall be entitled to refund of all fees, security deposits and other deposits of whatsoever nature deposited by the Developer with various authorities either in its own name or in the names of the Owners for seeking various approvals, licenses, permissions etc. in respect of the Project. The Owners understand that within 15 days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the Developer and in the vent of any delay beyond this period the Owners shall pay an interest of 15% per annum on the amounts as received.

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22. That the Developer shall have the exclusive / unhindered rights to raise loans against the Developer's Share for the purpose of construction or development of the above-mentioned Project by creating mortgage over the same. The Owners hereby give their express consent, permission and approval to the Developer or any of its group companies to borrow or raise any loan (including construction finance) or funds from Banks/financial institutions or non-bankingfinancial companies or any third party The Developer shall also have right to raise Home Loans for the customers and further have a right to create lien on the land against the Bank Guarantee. The Developer shall indemnify the Owners if any payment liability arises on them in relation to the saidloan amount/project finance amount.

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The Owners shall execute a General Power of Attorney in favor of the Developer 23. along with this Agreement to submit applications before concerned authorities for various requisitions, licenses, permissions, approvals, sanctions, allotment of materials and development and completion of the said Project at a for sale of Developer's Share (including the Owners' Share in the event the Owners decide that the Owners' Share shall be sold through the Developer under the terms of Clause 5 hereinabove) in the said Project and for all purposes mentioned in Power of Attorney till the duration and full implementation of Agreement in all respects and the Attorney shall be of irrevocable character. It is clarified that by way of above said Power of Attorney the Developer would be authorized to start booking the Plots / units / floors / apartments / in the names of prospective applicants / buyers comprised within the Developer's Share (and the Owners' Share if the Owners decide for the same) on the complete area of its Project and this can be done only after receipt of the license from DTCP, receipt of license under the DDJAY Scheme and registration of the Project under REFA.

24. That the Owners shall not interfere or obstruct in any manner in the execution, construction/completion of the said Project by the Developer/agency/contractor appointed by the Developer as well as booking and sale of the Developer's Share of areas in the Project (and the Owners' Share if the Owners decide for the same).

25. That the Developer shall be entitled to retain, lease, let out, sell or otherwise dispose off the Developer's Share (including the Owners' Share in the event the Owners decide for the same in accordance with the terms of this Agreement), either in whole or in part, to any party as deems fit. Upon the device of the

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Developer the Owners shall execute various documents in the favor of such purchaser/transferees/allotees and shall do all other acts, deed and things which may be required to be done in order to confer legal and perfect title in favorof such purchaser /transferees/ allotees. It is however agreed that by virtue of the general power of attorney granted by the Owners in favor of the Developer or any of its nominees, if any documents are executed and receipts issued by the Developer for and on behalf of the Owners so as to confer title of any part of the Developer's Share (including the Owners' Share in the event the Owners decide for the same in accordance with the terms of this Agreement) on any person or persons, then the same shall conclusively bind on both the Parties but at the sole liability of the Developer and the Owners are indemnified against such commitments".

- 26. The Parties hereto shall be liable in respect of income tax and other fiscal liabilities/taxes/duties/cesses for their respective shares of the Project and keep indemnified each other against any claim or demand.
- 27. That the Developer undertakes not to do or cause to be done any act, omissions or thing which may in any manner contravene any rule, law or regulations or which may amount to breach of any of the terms of this Agreement and shall keep the Owners harmless and indemnified against all such claim. arising out of any willful act, conduct or omissions of the Developer.
- 28. That since considerable expenditure, efforts & expertise is involved in getting the land use changed and obtaining the licenses for the Project it is the condition of this Agreement that after obtaining the licenses and required permissions from the concerned authorities for the Project, the Owners or its nominees or legal heirs will not cancel or back out from this Agreement under any circumstances subject to the Developer performing its part of this Agreement. However in case the Owners, its nominees or legal heirs would otherwise back out from this Agreement, in that event the Developer besides its other rights will be entitled to get the said Agreement enforced though courts at the cost and risk of the Owners and during the pendency of the said proceedings, the Owners shall not enter into any agreement with respect to the Said Land with any third party. The said obligations of the Land Owner are subject to the terms of Clause 34 hereinbelow.

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- 29. That on receipt of the licenses in relation to the Project from DTCP, license under the DDJAY Scheme and registration of the Project under RERA, the Developer shall be at liberty to put up its sign boards at the premises of the Said Land with the legend that that the project to be developed as above is a plotted residential project under the terms of the DDJAY Scheme wherein the public is free to book the plots/units in conformity with the plans sanctioned by the competent authorities and to have temporary site office in any part of the Said Land of which total possession has been handed over to the Developer. It is specifically agreed and understood that the permission and authority granted by the Owners to the Developer under this clause, does not empower the developer to carry out any development work on the Said Land until the licenses in relation to the Project from DTCP, license under the DDJAY Scheme and registration of the Project under RERA is achieved.
- 30. That it is agreed between the Parties that the possession of the Said Land/property shall be delivered with immediate effect and the same shall not be disturbed and it shall not be dispossessed there from, till the Project is complete subject to due performance of terms and conditions of this Agreement by the Developer. The Project shall be deemed to have been completed when application is submitted by the Developer to the concerned statutory authority for obtaining completion certificate. The Developer shall hand over the Owners' Share to the Owners upon the demarcation of the same over the Said Land. It is provided hereunder for the sake of clarity that the Developer shall be solely responsible for obtaining the completion certificate in relation to the Project from the relevant Governmental authorities.
- 31. That, subject to the provisions of this Agreement, the Developer shall be at liberty to generate the fund for development/construction of the abovementioned Project by executing any document, which developer deems expedient and necessary in its wisdom, obtain booking of any area (subject to the terms of this Agreement) or to accept any money from general public after obtaining License / Approvals from competent and relevant authorities. The Parties further agree and undertake to keep the other Party harmless and indemnified against all claims and demand resulting there from. The Developer shall have

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unhindered rights to pledge / transfer equity in favor of any of its nominee financing agencies or any other, as the case may be.

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- 32. That the Owners or their authorized representatives shall be entitled to inspect and check the quality and pace of construction from time to time with a prior notice of 48 hours to the Developer.
- 33. That it is clarified that the ownership in the Said Land shall continue to vest exclusively in the Owners and Developer shall not be entitled to claim any right or title in the Said Land or any part thereof before handover of the Owners' Share to the Owners; after which the ownership in the balance property shall be of the Developer exclusively.
- 34. That time is the essence of this Agreement, it is agreed between the Parties that the Project shall be completed no later than 24 (Twenty Four) months from the date of registration of the Project under RERA. Subject to Force Majeure, in the event the Developer is unable to complete the Project within the given time period, the Owners and/or their legal heirs/nominees etc shall discuss the same with the Developer and agree to suitably extend the timeline.
- 35. That this agreement shall be executed in duplicate with separate copy of the Owners and the Developer and the address disclosed in this Agreement shall be the address of communication.
- 36. That the Owners agree to take possession of the Owners' Share within a period of 3 (three) months from the date of intimation of the same by the Developer failing which the Owners agree to pay the applicable holding charges to the Developer. However the Owners shall not be liable to pay for the holding and maintenance charges to the Developer till the date of application of Completion by the Developer complete in all respect. In case there is any deficiency in submitted documents then the date of submission of completion application shall be treated when all required documents to the satisfaction of DTCP office are submitted by the Developer.
- 37. That the list of the allotted portions as agreed herein shall be submitted before the sub-registrar Sohna, immediately upon getting the completion certificate.

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Save and except the Owners electing to have the entire Owners' Share sold through the Developer (in accordance with Clause 5 hereinabove), the Owners are always free and entitled to deal/sale/dispose off the Owners' Share subject to such sale or disposing off is at the rates and compliant with such terms as may be prescribed by the Developer. The Developer shall provide to the Owners such document(s) as may be required by the Owners to consummate the booking/allotment of any plot/unit comprised with in the Owners' Share. Developer shall maintain all records and documents for the Project including all future transactions and formats for booking/allotment/conveyance deed/sale deed etc to maintain uniformity and avoidance of duplication.

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39. That the Owners shall be liable for all the issues / penalties arising out of any defect in theLand title with respect to RERA.However the Developer shall be liable in case any issue / penalties arising out of any non-compliances at RERA due to development work of the said Project as well as compliances of all provisions under the license and approval under DDJAY issued by the DTCP in relation to the Project. It is hereby agreed between the Parties that both the Parties are solely responsible and liable on their parts / defects in relation to the said Project being developed on the aforesaid Said Land.

40. That this Agreement merges and supersedes all prior discussions and correspondences between the Parties and contains the entire Agreement between them. No changes, modifications or alterations to this Agreement shall be done without the consent of the Parties hereto.

41. That this Agreement is not and shall not however be deemed to be constituted as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other.

42. That if any provisions of this Agreement shall at anytime be determined to be void or unenforceable under applicable laws, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

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- 43. That the failure of either Party to enforce at any time or for any period any of the provisions of this Agreement shall not be construed to be waiver of that provision or the right to enforce such provision.
- 44. That this Agreement shall be subject to the jurisdiction of the courts of A Gurgaon/High Court of Punjab and Haryana.

# IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

DEVELOPER
Signed and delivered
Greenfield Infraprojects Pvt. Ltd.
Name: Mayank Pathak
Designation:
Name: Mayank Agarwal Designation:
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### WITNESSES:

1. Sachin Choudhary S/o Prem Kumar Choudhary R/o G-18/16, Sec-15, Rohini, Delhi-110089

# 2. Man

Manish Kashyap S/o Jayantri Ram R/o T-22-3, Gandhi Colony, Mehrauli Delhi-110030

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# ANNEXURE - A

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Sr. No.	Name of land Owner and Share Holding	Rectangle	Khasra No.	Area in Ma	Kanal -
				Kanal	Marla
			11/1	2	0
			19	8	0
	1	144	20	8	0
		144	21	8	0
			22	8	0
	Rakesh Bhardwaj 5/8 <sup>th</sup> Share		23/1	2	0
1	Shashi Gaur 1/8 <sup>th</sup> Share Anita Bhardwaj 1/8 <sup>th</sup> Share		16	6	5
	Sunita Bhardwaj 1/8th Share		17	8	0
-		145	18/2	2	8
			25	7	11
		2	26	2	11
		175	2	8	0
	50 V	175	3/1	2	0
2	Rakesh Bhardwaj (Full share)	145	23/2/1	0	10
	· · · · · · · · · · · · · · · · · · ·	2.10	24/1	3	17
			TOTAL	77 KANAL MARLA I.E. 9.637	

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	Penalty: ₹0	
Rakesh Bhardwa		
00 Sohna 93*****49 Ms Greenfield Infr	Sector/Ward : 00 LandMark : Na District : Gurugram State : Haryana Others : Shashi gaur and anita bhardwaj and sun Buyer / Second Party Detail Taprojects pyt Itd	
311 Mayur vihar 93*****49 Correction Deed	Sector/Ward : 00 District : New delhi	
	106930625 Rakesh Bhardw. 00 Sohna 93*****49 Ms Greenfield Infi 311 Mayur vihar 93*****49	Haryana Government       Date:       11/09/202         o.       G0K2023I3       Stamp Duty Paid:       ₹ 101         106930625       Penalty:       ₹ 0         Beller / First Party Detail         Rakesh Bhardwaj       0       Sector/Ward::       00       LandMark::       Na         Sohna       District:       Gurugram       State:       Haryana         93*****49       Others:       Shashi gaur and anita bhardwaj and sunjetic       Image: State in the second party Detail         Ms Greenfield Infraprojects pvt ltd       State:       Mamram east plaza         Mayur vihar       District:       New delhi       State:       Delhi

e authenticity of this document can be venified by scanning this Oreode Through smart phone or on the website https://egrashry.nic.in

# SUPPLEMENTARY COLLABORATION AGREEMENT

This Supplementary Collaboration Agreement ("hereinafter referred to as "Agreement") is made at Gurugram on this <u>11</u> of <u>SEP</u>. 2023.

# BY AND BETWEEN

Sh. Rakesh Bhardwaj (Aadhaar Number 2362 8252 9501 and PAN NumberBWFPB0622P S/o Late Sh. Raghunandan Singh @ Raghunandan Bhardwaj, Smt. Shashi Gaur (Aadhaar Number 6687 1729 4479 and PAN Number AHIPG5035E W/o Sh. Kaushal Gaur, Ms. Anita Bhardwaj (Aadhaar Number 6091 7166 1263 and PAN Number AUYPB7515P, D/o Late Sh. Raghunandan Singh @ Raghunandan Bhardwaj and

Friend Strategy and Strategy an		
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प्रलेख न:6401	दिनांक:11-0	9-2023
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तहसील/सब-तहसील सोहना		
गांव/शहर Sohna		
	धन सबंधी विवरण	
राशि 1 रुपये	स्टाम्प इयूटी की राशि 3 रुपये	
स्टाम्प नं : G0K202313	स्टाम्प की राशि 101 रुपये	
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan:106965646 पेस्टिंग शुल्क 3 रुपये	
Drafted By: A K KHATANA ADV	Service Charge:200	

यह प्रलेख आज दिनाक 11-09-2023 दिन सोमवार समय 4:55:00 PM बजे श्री/श्रीमती /कुमारी

RAKESH BHARDWAJ पुत्र RAGHUNANDAN SINGH SHASHI GAUR पत्नी KAUSHAL GAUR ANITA BHARDWAJ पुत्री RAGHUNANDAN SINGH SUNITA BHARDWAJ पुत्री RAGHUNANDAN SINGH निवास FARIDABAD द्वारा पंजीकरण हेतु प्रस्तुत किया गया |



RAKESH BHARDWAJ SHASHI GAUR ANITA BHARDWAJ SUNITA BHARDWAJ

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS GREENFIELD INFRAPROJECTS PVT LTD thru MAYANK PATHAKOTHER हाजिर है | प्रतृत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीMANISH KASHYAP पिता JAYANTRI RAM निवासी DELHI व श्री/श्रीमती /कुमारी NARESH पिता ...

निवासी MANDAWAR ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता से

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Ms. Sunita Bhardwaj (Aadhaar Number 2195 5068 1434 and PAN Number AMLPB3787C), D/o Late Sh. Raghunandan Singh @ Raghunandan Bhardwajandall are resident of Village and Tehsil Sohna, District – Gurugram, Haryana (Hereinafter collectively referred to as "the Owners") which expression shall unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, administrators, permitted nominees and assigns of the FIRST PART

# AND

M/s Greenfield Infraprojects Pvt. Ltd., a company incorporated under the provisions of Companies Act, 1956 having PAN [•] and having its registered office at Shop No. 311, T/F Plot No. 192, Mamram East Plaza, Mayur Vihar, Phase-3, New Delhi - 110096 through its Director Mr. Mayank Pathak (Aadhaar No. 5015 0783 5343 and PAN No. AJOPP1687R)and Mr Mayank 9066and PAN No. No. 3365 6237 Agarwal (Aadhaar AGUPA8838L)(Hereinafter referred to as "the Developer") which expression shall it be repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PART.

The "Owners" and the "Developer" are hereinafter individually referred to as "Party" and collectively as "Parties".

# **RECITALS:**

A) WHEREAS the Owners and the Developer had entered into an Collaboration agreement dated 15<sup>th</sup> March 2023 (hereinafter referred to as "Principal Agreement"), wherein the Parties have agreed that the land bearing rectangle /Killa no.'s . 144//11/1(2-0), 19(8-0), 20(8-0), 21 (8-0), 22 (8-0), 23/1 (2-0), 145// 16 (6-5), 17 (8-0), 18/2 (2-8), 25 (7-11), 26 (2-11), 175//2 (8-0) , 3/1 (2-0) and 145//23/2/1 (0-10), 24/1 (3-17), situated in the revenue to the particular of Village and Tehsil- Sohna, District – Gurugram.

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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6401 आज दिनांक 11-09-2023 को बही नं 1 जिल्द नं 2 के पृष्ठ नं 2.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 20 के पृष्ठ संख्या 41 से 44 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हन्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 11-09-2023

उप/सयुंक्त पंजीयन अधिकारी( सोहना )

Haryana total admeasuring area 77 Kanal 02 Marla equivalent to 9.6375 Acre(hereinafter collectively referred to as the "Said Land") shall be utilized by the Developer for the purpose of developing a plotted housing colony ("Project") as per the provisions of the Deen Dayal Upadhyay Jan Aawas Yogna Policy, 2016 ("DDJAY"). It has also been agreed between the Parties that in the event there is requirement of constructing and developing any amenity area as per the terms of the DDJAY policy, the same shall also be undertaken by the Developer at its own costs and expenses.

B) WHEREAS The Parties have decided to execute this Agreement ("Agreement") to amend certain terms and conditions of the Principal Agreement and this Agreement shall form part and parcel of the Principal Agreement.

# NOW, THEREFORE THIS AGREEMENT WITNESSETH AS UNDER-

- The Parties have mutually agreed to incorporate a new ClausesNos. 45 &46 in the Principal Agreement which are mentioned in detail in Annexure I to this Agreement.
- 2) The Parties hereto hereby agree and confirm that this Agreement shall be supplementary to the Principal Agreement, with all the terms and conditions of the Principal Agreement continuing to remain valid, operative, binding, enforceable and in full force and effect, and it shall continue to govern the relations between the Parties hereto, SAVE AND EXCEPT to the extent as is altered, amended, substituted and modified by this Agreement and this Agreement and the Principal Agreement shall always be read in conjunction with each other.
- This Agreement shall be made effective from ......

Rakesh Bhardw Shashi Gau Anita Bhardwa Rokah Poñai Sunita Bhardwaj Sunty Mardno Greenfield Infraprojects Pvt. Ltd.

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IN WITNESS WHEREOF, the Parties to the above Agreement have set their respective hands in presence of each other on the day, month, year and place already mentioned hereinabove.

OWNERS DEVELOPER Signed and delivered Signed and delivered 1. Races Bray Greenfield Infraprojects Pvt. Ltd. Name:- Mr. Rakesh Bhardwaj manyar Name: MAYANK PATHAK Designation: DIRECTOR Sharshie ( 2. Name: Nonger MAYANG AGARWAC Designation: Directure Name:- Smt. Shashi Gaur 3. Asialary Name:- Ms. Anita Bhardwaj 4. Sum Name:- Ms. Sunita Bhardwaj

WITNESSES: Name

 Manish Kashyap S/o Jayantri Ram R/o Delhi

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 Naresh Kumar S/o Shri Kishan R/o Village Mandawar, Tehsil Sohna, Distt Gurugram.

# ANNEXURE - I

**Clause No. 45** :In continuation to collaboration agreement submitted earlier/entered into by individual landowners is amended to the effect that the developer company i.e. M/S Greenfield Infraproject Pvt. Ltd. shall be responsible for compliance of all terms and condition of licence/provision of the Haryana Developers and Regulation of Urban Area Act, 1976 till grant of final completion Certificate to the colony or relieved of the responsibility by the DG, TCP, Haryana, whichever is earlier.

**Clause No. 46 :** The said collaboration agreement submitted shall be irrevocable and no modification/alternation etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.

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