



Indian-Non Judicial Stamp Haryana Government



Date : 05/10/2020

Certificate No. G0E2020J1149

Stamp Duty Paid : ₹ 4072500
(Rs. Only)

GRN No. 68012672



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Merit marketing private Ltd Others

H.No/Floor : Ot/14/3/f

Sector/Ward : 76

LandMark : Next door parklands

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 70*****69



Buyer / Second Party Detail

Name : Countrywide promoters Private limited

H.No/Floor : Ot/14/3f

Sector/Ward : 76

LandMark : Next door parklands

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 70*****69

Purpose : COLLABORATION

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

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE COLLABORATION AGREEMENT DATED 05th OCTOBER, 2020 EXECUTED AMONGST COUNTRYWIDE PROMOTERS PRIVATE LIMITED AND MERIT MARKETING PVT. LTD., SUNGLOW OVERSEAS PVT. LTD., MEGA INFRA PROJECT PVT. LTD., BPTP LTD., SARSAWATI KUNJ INFRASTRUCTURE PVT. LTD., EVENTUAL BUILDERS PVT. LTD., PRECISION INFRASTRUCTURE PVT. LTD., VISUAL BUILDERS PVT. LTD.

प्रलेख न:1724

दिनांक:05-10-2020

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर धनकोट

धन संबंधी विवरण

राशि 203624992 रुपये

स्टाम्प ड्यूटी की राशि 4072500 रुपये

स्टाम्प नं : GOF202011149

स्टाम्प की राशि 4072500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:68016151

पेस्टिंग शुल्क 0 रुपये

Drafted By: DEEPAK KUMAR ADV

Service Charge:0

यह प्रलेख आज दिनांक 05-10-2020 दिन सोमवार समय 4:52:00 PM बजे श्री/श्रीमती /कुमारी
COUNTRYWIDE PROMOTERS PVT LTD thru UNDERJEET OTHER निवास OT 14 SEC 76 FARIDABAD द्वारा
पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता
COUNTRYWIDE PROMOTERS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MERIT MARKETING PVT LTD thru IQABAL MALIK OTHER हाजिर है। प्रतुत
प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK पिता --- निवासी ADV GGM व
श्री/श्रीमती /कुमारी SHIV KUMAR पिता ---
निवासी ADV GGM ने की।

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

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

COLLABORATION AGREEMENT

This Collaboration Agreement is executed on this the ... day of October, 2020 at Gurgaon, Haryana;

BY AND BETWEEN

COUNTRYWIDE PROMOTERS PRIVATE LIMITED (CIN U70101DL1996PTC075 865 and PAN AAACC5280H), a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Next Door IIIrd floor, Sec-76, Faridabad acting through its authorized representative Sh. Inderjeet S/o Sh. Sukhpal Singh board resolution dated 16.09.2020 (hereinafter referred to as the "Developer" which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors and permitted assignees) of the **FIRST PART.**

AND

MERIT MARKETING PVT. LTD. a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Next Door IIIrd floor Sec-76, Faridabad, **SUNGLOW OVERSEAS PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-16, Next Door IIIrd floor, Sec-76, Faridabad, **MEGA INFRA PROJECT PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-16, Next Door IIIrd floor, Sec-76, Faridabad, **BPTP LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Next Door IIIrd floor, Sec-76, Faridabad, **SARASWATI KUNJ INFRASTRUCTURE PVT.LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-15, Next Door IIIrd floor, Sec-76, Faridabad, **EVENTUAL BUILDERS PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-15, Next Door IIIrd floor, Sec-76, Faridabad, **PRECISION INFRASTRUCTURE PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Next Door IIIrd floor, Sec-76, Faridabad **AND VISUAL BUILDERS PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Next Door IIIrd floor, Sec-76, Faridabad represented through its common authorized signatory Sh. Iqbal Malik S/o Sh. Chander Singh board resolution dated 11.09.2020, 30.09.2020, 15.09.2020 & 24.09.2020 (Hereinafter collectively referred to as the "Land Owners", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its respective successors and permitted assignees) of the **OTHER PART.**

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

WHEREAS:

- 1.1. That the Parties to this collaboration agreement, alongwith other companies who are licensees on the basis of registered collaboration agreements had applied for grant of licence to develop a plotted colony in Sector 102 Gurugram and after due scrutiny were granted licence bearing No.58 of 2010 (Countrywide Promoters Pvt. Ltd. in Collaboration with the land Owners i.e. Utkarsh Realtech Pvt. Ltd.; Precision Infrastructure Pvt. Ltd.; Saraswati Kunj Infrastructure Pvt. Ltd.; Sunglow Overseas Pvt. Ltd.; Super Belts Pvt. Ltd.; Eventual Builders Pvt. Ltd.; Kanwar Lal-Yedram-Satish Kumar-Kailash Kumar Ss/o Chhotelal (108.068 Acres) (Schedule-I annexed hereto) and 45 of 2011 (Countrywide Promoters Pvt. Ltd. in Collaboration with the land Owners Mega Infra Projects Pvt. Ltd.; Precision Infrastructure Pvt. Ltd.; Druzba Overseas Pvt. Ltd.; Delite Realtech Pvt. Ltd.

Inderjeet

[Signature]

Reg. No.

Reg. Year

Book No.

1724

2020-2021

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru INDERJEET OTHER COUNTRYWIDE PROMOTERS PVT LTD

दावेदार :- thru ICABAL MALIK OTHER MERIT MARKETING PVT LTD

गवाह 1 :- DEEPAK

गवाह 2 :- SHIV KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1724 आज दिनांक 05-10-2020 को बही नं 1 जिल्द नं 224 के पृष्ठ नं 69 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 909 के पृष्ठ संख्या 84 से 85 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 05-10-2020

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

(18.606 Acres) as mentioned in the **Schedule-II**, by the Director General, Town and Country Planning, Haryana ("DGTCP"). The developers have developed a colony named as Amstoria as per the license granted and layout approved on the total 126.674 Acres. The DTCP has after due inspection by the relevant authorities granted part completion certificate vide Order dated 03.10.2017 for an area of 60.50 Acres over which plots are erected and has further granted Occupancy Certificate of Floors which are developed over 38.174 Acres of land, **28 Acres of land is currently under development as per the amended layout Plan dated 22.09.2020.**

- 1.2. The Land-Owners state and confirm that they are the owners of the land and are in physical possession of the Land i.e. agricultural land admeasuring 10.15 acres situated in village Kherki Majra, Dhankot and Basai, at Sector 102 and 102A, Tehsil and District Gurugram, Haryana and it is this land over which the parties intend to seek additional license from the DTCP to the existing license bearing No.58 of 2010 and 45 of 2011. The details of land over which additional license is being sought is mentioned below which will hereinafter be referred to as the "Land" or the "said land" as per the convenience :

Sr. no.	Name of the Owners.	Kanal	Marla	Area in Acres	Village	Rect. No.	Killa No.	K	M
1	Merit Marketing Pvt. Ltd.	4	0	0.5	Kherki Majra	54	23/2	4	0
2	Sunglow Overseas Pvt. Ltd.	7	6	0.9125	Dhankot	57	11/2/1	4	15
	Sunglow Overseas Pvt. Ltd.	16	4	2.025	Dhankot	57	12/1/1	2	10
					Dhankot	57	12/1/2	2	17
					Dhankot	57	26/1	0	9
					Dhankot	57	17/2	0	10
					Dhankot	57	18	7	7
					Dhankot	57	23/2	5	0
					Dhankot	57	19/1	0	2
3	Mega Infra Projects Pvt. Ltd.	2	12	0.325	Kherki Majra	58	1/2/2/2	0	10
					Kherki Majra	63	13/1/2/1/1	1	1
					Kherki Majra	63	13/1/2/1/3	1	1
	Mega Infra Projects Pvt. Ltd.	6	8	0.8	Kherki Majra	63	1/2/3	1	16
					Kherki Majra	63	2/1/1/2	4	12
4	BPTP Ltd.	3	13	0.45625	Kherki Majra	62	16/1	1	13

					Kherki Majra	63	20/2	2	0
	BPTP Ltd.	11	13	1.45625	Kherki Majra	62	15/2/1	0	15
					Kherki Majra	62	16/2	5	14
					Kherki Majra	62	17	5	4
5	BPTP Ltd. 35/40 share	2	0	0.25	Kherki Majra	62	5/2	0	10
	Saraswati Kunj Infrastructure Pvt. Ltd. 5/40 share				Kherki Majra	62	6/1/1	0	7
					Kherki Majra	62	6/1/2	0	1
					Kherki Majra	63	1/1/2	1	2
6	Saraswati Kunj Infrastructure Pvt. Ltd.	12	6	1.5375	Kherki Majra	54	3/2/1	2	13
					Kherki Majra	54	8/2	0	17
					Kherki Majra	54	9/2	7	5
					Kherki Majra	54	12/1/1	1	11
7	Eventual Builders Pvt. Ltd.	1	0	0.125	Kherki Majra	54	11/2min	1	0
8	Precision Infrastructure Pvt. Ltd. 22/574 share	0	10	0.0625	Kherki Majra	55	24/1/2	4	6
	Mega Infra Projects Pvt. Ltd. 552/574	2	5	0.28125	Kherki Majra	55	25/1	0	16
	Share	9	5	1.15625	Kherki Majra	58	3	8	0
		1	2	0.1375	Kherki Majra				
9	Visual Builders Pvt. Ltd.	0	4	0.125	Basai		17/3	0	4
	Total of	81	4	10.15					

	additional applied area			acres					
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- 1.2 The Parties are entering into this agreement in order to record the terms of mutual agreement in writing despite the fact that the companies holding land are sister concerns of the Collaborator i.e. promoted by the same promoters and are associate companies.
- 1.3 That the Developer would be entitled to undertake projects and receive license for such usages as may be permitted under law as on date or in future including but not limited to Plotted Colony, Integrated Group Housing, Commercial, affordable (Residential) plotted colony under DDJAY, Affordable Group Housing, SCO, Independent Group Housing etc.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES, COVENANTS AND MUTUAL REPRESENTATIONS AND WARRANTIES, THE PARTIES HERETO HAVE AGREED TO ENTER INTO THIS AMENDMENT AGREEMENT UPON THE TERMS AND CONDITIONS HEREIN CONTAINED:

2. LAND FOR ADDITIONAL LICENSE:

- 2.1. The Land-Owners represent that they are the actual, absolute, legal owners of the land and are in actual, vacant, peaceful, physical possession of the Land i.e. agricultural land admeasuring 10.15 acres situated in village Kherki Majra, Dhankot and Basai, at Sector 102 and 102A, Tehsil and District Gurugram, Haryana, and over which land the parties intend to seek additional license from the DTCP to the existing license bearing No.58 of 2010 and 45 of 2011.

3. CONFIRMATION OF THE CONDITIONS ESSENTIALLY REQUIRED TO BE AGREED IN THE COLLABORATION AGREEMENT FOR OBTAINING LICENSES FROM DTCP UNDER HARYANA DEVELOPMENT AND REGULATIONS OF URBAN AREAS ACT, 1975:

- 3.1. The Developer shall be responsible for compliance of all terms & conditions of license / provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder the grant of final completion certificate to the colony or relived of the responsibility by the DGTCP, Haryana whichever is earlier.
- 3.2. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.
- 3.3. That the Land Owners and the Developer hereby agree to jointly apply for and obtain the License from DGTCP for the Project as per the terms and conditions appearing hereinafter, however, Developer shall be acting as Developer for the purposes of DGTCP and shall fulfill all obligations of DGTCP and be responsible for all compliances including all filings under Rule 24, 26, 27 and 28 in DGTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016.

4. RE-CONFIRMATION OF GRANT OF DEVELOPMENT RIGHTS:

- 4.1. The Land Owners hereby reconfirms and reaffirms the grant, transfer and convey of the entire development rights over the Land to the Developer along with such other ancillary and incidental rights, benefits, interests, easements, privileges and appurtenant thereto, free from any encumbrances, to develop, construct, launch, market and sell the Project

Sd/-

[Signature]

including but not limited to the right to develop and transfer of completed structures of the Project, as may be deemed appropriate by the Developer, which shall, pursuant to this Agreement, vest with the Developer.

- 4.2. The Developer shall be entitled to construct, develop, market, sale, lease, transfer, license the built-up area to any third party or any of its group/associate companies.
- 4.3. That the Developer would be entitled to undertake projects and receive license for such usages as may be permitted under law including but not limited to Group Housing, Commercial, Residential plotted, plots under DDJAY, Affordable Group Housing, SCO etc.

5. POSSESSION:

- 5.1. The Land Owners have irrevocably handed over the actual physical vacant, peaceful and exclusive possession of the Land to the Developer for all intent and purposes of this Agreement and agrees that it shall not reclaim the said possession hereafter.



6. DEVELOPMENT OF THE PROJECT AND ITS COST AND EXPENSES

- 6.1 That the entire costs and expenses required for carrying out construction, development and completion of the project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Land shall be wholly borne by the Developer. The Land Owners shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and/or demands in this respect.

7. CONSIDERATION

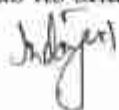
- 7.1 That in lieu of the mutual covenants of the Parties under this Collaboration Agreement, the Owners have agreed to transfer and convey the entire built-up area permitted over the said Land (FAR) to the Developer.
- 7.2 It is further agreed that any increase in FAR (Floor Area Ratio) / FSI (Floor Surface Index) shall be to the benefit of the Developer only and Land Owners shall not make any claim towards the said increase in FAR/FSI on any ground whatsoever.
- 7.3 The Developer shall reimburse the Land Owners all costs and expenses incurred by the Land Owners with respect to the purchase of the said Land, which shall include cost of land, registration charges, stamp duty, commission to brokers and all other expenses incurred for acquiring the ownership, title and possession of said Land. The Developer shall additionally pay to the Land Owners a consolidated sum calculated @ Rs.35,000/- (Rupees Thirty Five Thousand Only) per acre of said Land for maintaining the revenue record. An advance payment of Rs.5,000/- (Rupees Five Thousand Only) against the same has been paid in cash to the Land Owners, receipt of which the Land Owner hereby acknowledge.

8. OBLIGATIONS OF THE LAND OWNERS





- 8.1 The Land Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the project on the said Land at any point of time in present or in future.
- 8.2 The Land Owners undertake irrevocably to constitute the Developer and/or its nominees as their attorney to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions for the various authorities and to do such acts, deeds and actions for and on behalf of the Land Owners as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and to enter into agreement to sell and/or execute and register sale deed(s) or such other transfer documents in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
- 8.3 The Land Owners have undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
- 8.4 The Land Owner undertake to execute a general power of attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
- 8.5 After the construction of project, sale deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include its Buyers / allottees or the intending Buyer(s) as may be desired by the Developer and the Land Owners shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of this document and if permitted under law a general power of attorney shall also be got executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the unhindered right to accept the financial consideration against such transaction and shall issue receipts thereof to the intending buyer(s) in its own name without any interference of the Land Owners. That the Land Owners shall issue such board resolution nominating the representative of the Developer to do all such acts which form part of the Developer's obligations.
- 8.6 The Land Owners shall not interfere with sale, marketing, advertising of the project as may be conceived by the Developer and the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.





9. **OBLIGATION OF DEVELOPER TO OBTAIN APPROVALS:**

- 9.1 The Developer shall represent the Land Owners before all offices, authority, State/Central Government or local body including but not limited to DTCP, Haryana Shehri Vikas Pradhikaran ("HSVP") or any other authority/office of the Government of Haryana, Municipal Council / Local Body, which may be connected and / or concerned with the development of the Land and to make statement, sign, verify and file all letters, applications, affidavits, indemnities, proposals, undertakings, replies, etc. for and on behalf of the Land Owners.
- 9.2 The Developer shall with respect to the project make applications with regard to the Land under Punjab Scheduled Roads and controlled Areas (Restriction of Unregulated Development) Act, 1963, Haryana Development and Regulation of Urban Areas Act, 1975, and the Real Estate (Regulation and Development) Act, 2016, the rules made thereunder for the purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, fees and charges, give Bank Guarantees, etc., as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc.
- 9.3 The Developer shall appear and represent, on a day to day basis, the Land Owners before the Central/State Government offices/ Authorities/ Departments including but not limited to HSVP, Haryana State Pollution Control Board ("HSPCB"), State Environment Assessment Committee ("SEAC"), State Environment Impact Assessment Authority ("SEIAA"), Department of Town and Country Planning ("DTCP"), Airports Authority of India ("AAI"), Dakshin Haryana Bijli Vitran Nigam ("DHBVN"), Haryana Vidhyut Prasaran Nigam Limited ("HVPNL"), Deputy Commissioner Office/ Revenue Department, National Board of Wild Life ("NBWL"), Ministry of Panchayat Raj, Mining and Geology Department, Haryana, Municipal Corporation Gurugram ("MCG"), Fire Department, Office of Senior Town Planner, Gurugram ("STP Office"), Haryana Renewable Energy Development Agency ("HAREDA"), Central Ground Water Authority ("CGWA"), Forest Department, HIRERA or any other concerned authority (collectively as "Governmental Authorities") in connection with the Land.
- 9.4 The Developer shall get the building plans filed and approved on the plots as well as on the commercial component of the colony and to apply and seek Occupation Certificate and to do all such things as may be required with respect to the entire project.
- 9.5 The Developer shall apply and seek Completion certificate of the colony upon its development and to do all such things as may be required for seeking completion from DTCP or any other competent authority in that regard.
- 9.6 The Developer shall be fully entitled to execute and register, for and on behalf of the Land Owners, before the concerned Sub-Registrar, the agreement to sell, tripartite agreement, conveyance /sale deed and / or any other document to be executed with the allottee / customer of the project being developed on the land in his complete discretion, and without seeking any consent.
- 9.7 The Developer shall execute and register, for and on behalf of the Land Owners, any other document that may be required under the rules and regulations of the Real Estate (Regulation and Development) Act, 2016 (including any amendments thereto) and the



Rules made thereunder by the Government of Haryana with respect to the project Amstoria/102 Eden Estate/ any other project as may be conceived by the Developer.

- 9.8 The Developer shall be entitled to do all such acts that are required to be undertaken by the Developer in terms of the Collaboration Agreement and its amendments or as may be mutually agreed in terms of the Collaboration Agreement including sale, transfer, its recording, communication with customers, maintaining ledger, advertisement, filing of compliance with RERA/ DTCP etc.
- 9.9 All costs, charges and expenses that are incidental to any acts, deeds, matters and things done or caused to be done by the Developer /collaborator in furtherance of the powers herein contained, shall be paid by the Developer.
- 9.10 That the Land-Owners shall be bound to comply with all the terms and conditions of license and the terms and conditions of the DTCP in respect of the Land sought to be developed.
- 9.11 The Developer shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and/or contracting any person shall be the sole responsibility of the Developer.
- 10 **RIGHT TO OBTAIN FINANCIAL SUPPORT FROM BANKS/ NBFCs/FIIs FOR CONSTRUCTION FINANCE :**
- 10.1 The Developer shall be entitled to mortgage the Land in favour of a bank / financial institution for obtaining / raising construction finance for construction and development of Project. In this regard, at the request of the Developer, the Land Owners shall, without any demur or protest:
- 10.1.1 Execute all necessary documents for creation or charge / mortgage over the said Land; and
- 10.1.2 Handover the original registered sale deed to the lender.

11 **TAXES & CESSES:**

- 11.1 That the Parties individually shall be liable with respect to their respective income tax and other fiscal liabilities for the consideration received under this Agreement.
- 11.2 All rates, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of this agreement, shall be the exclusive responsibility/liability of the Land Owners, after this date the same shall be the exclusive responsibility of the Developer. Thereafter, the same shall be borne by Land Owners and Developer jointly in proportion of their respective shares in the built-up property.
- 12 All the terms and conditions of the Collaboration Agreement shall remain valid and binding on the Parties and the parties shall continue to adhere to the master development agreement.
















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

For & on behalf of COUNTRYWIDE PROMOTERS PVT. LTD. Inderjit  Authorized Signatory	
For & on behalf of MERIT MARKETING PVT. LTD. Iqbal Malik  Authorized Signatory	For & on behalf of SUNGLOW OVERSEAS PVT. LTD. Iqbal Malik  Authorized Signatory
For & on behalf of MEGA INFRA PROJECT PVT. LTD. Iqbal Malik  Authorized Signatory	For & on behalf of BPTP LTD. Iqbal Malik  Authorized Signatory
For & on behalf of SARASWATI KUNJ INFRASTRUCTURE PVT.LTD. Iqbal Malik  Authorized Signatory	For & on behalf of EVENTUAL BUILDERS PVT. LTD. Iqbal Malik  Authorized Signatory
For & on behalf of VISUAL BUILDERS PVT. LTD. Iqbal Malik  Authorized Signatory	For & on behalf of PRECISION INFRASTRUCTURE PVT. LTD Iqbal Malik  Authorized Signatory

WITNESSES:

Drawn By:-
Deepak Kumar
Advocate
Distt. Court, Gurugram
5/10/2020

1. Sign: 
Name: **Deepak Kumar**
Advocate
Address: Distt. Court, Gurugram

2. Sign: 
Name: **Shiv Kumar Singh**
Advocate
Address: Distt. Court, Gurugram



SCHEDULE-I
DESCRIPTION OF LAND

Sr. nos.	Name of the Owners.	Kana l	Marl a	Area in Acres	License Numbe r	Village	Rect . No.	Killa No.	K	M
1	Utkarsh Realtech Pvt. Ltd.	133	3	16.64375	58/2010	Kherki Majra	59	3	8	0
					58/2010	Kherki Majra	59	4/2	6	5
					58/2010	Kherki Majra	59	7	8	0
					58/2010	Kherki Majra	59	8	8	0
					58/2010	Kherki Majra	59	9/1	0	18
					58/2010	Kherki Majra	59	9/2	7	2
					58/2010	Kherki Majra	59	11/2	2	7
					58/2010	Kherki Majra	59	12	8	0
					58/2010	Kherki Majra	59	13	8	0
					58/2010	Kherki Majra	59	14	8	0
					58/2010	Kherki Majra	59	18	8	0
					58/2010	Kherki Majra	59	19	8	0
					58/2010	Kherki Majra	59	20	8	0
					58/2010	Kherki Majra	59	21/1	1	7
					58/2010	Kherki Majra	59	4/1	1	15
					58/2010	Kherki Majra	59	5/1	1	11
					58/2010	Kherki Majra	59	5/2	5	17
					58/2010	Kherki Majra	59	2min	5	6
					58/2010	Kherki Majra	54	24	8	0
					58/2010	Kherki Majra	54	25	7	8
					58/2010	Kherki	58	1/1/1	1	7

Indrajit

[Signature]



						Majra				
					58/2010	Kherki Majra	58	1/2/1	0	13
					58/2010	Kherki Majra	60	16	7	12
					58/2010	Kherki Majra	60	17/3/1	0	11
					58/2010	Kherki Majra	60	25/2	3	4
2	Precision Infrastructure Pvt. Ltd. 2/3	13	19	1.74375	58/2010	Kherki Majra	58	14	8	0
	Utkarsh Realtech Pvt. Ltd. 1/3	6	19	0.86875	58/2010	Kherki Majra	58	15	8	0
					58/2010	Kherki Majra	57	11	4	18
3	Precision Infrastructure Pvt. Ltd.	7	0	0.875	58/2010	Kherki Majra	55	21/2	3	0
					58/2010	Kherki Majra	55	22/1	4	0
4	Kanwar Lal-Yedram-	42	12	5.325	58/2010	Kherki Majra	55	21/1	5	0
	Satishkumar-				58/2010	Kherki Majra	58	4	8	0
	Kailash Kumar all				58/2010	Kherki Majra	58	5min	6	8
	Ss/o Chhotelal				58/2010	Kherki Majra	58	7/1	1	4
					58/2010	Kherki Majra	58	7/2	6	16
					58/2010	Kherki Majra	58	8/1	5	0
					58/2010	Kherki Majra	57	10min	5	2
					58/2010	Kherki Majra	57	20	5	2
5	Saraswati Kunj Infrastructure Pvt. Ltd.	3	0	0.375	58/2010	Kherki Majra	58	2/1	3	0
	Saraswati Kunj Infrastructure Pvt. Ltd.	10	18	1.3625	58/2010	Kherki Majra	62	14	3	18
					58/2010	Kherki Majra	62	15/1	7	0



	Saraswati Kunj Infrastructure Pvt. Ltd.	27	17	3.48125	58/2010	Kherki Majra	45	3	8	0
					58/2010	Kherki Majra	42	22/1/1min	0	4
					58/2010	Kherki Majra	42	22/2	4	19
					58/2010	Kherki Majra	42	23	7	7
					58/2010	Kherki Majra	42	24	7	7
	Saraswati Kunj Infrastructure Pvt. Ltd.	24	4	3.025	58/2010	Dhankot	56	22	8	0
					58/2010	Dhankot	56	23	8	0
					58/2010	Dhankot	56	24	8	4
6	Sunglow Overseas Pvt. Ltd.767/1204	14	11	1.81875	58/2010	Kherki Majra	59	15	7	8
	Saraswati Kunj Infrastructure Pvt. Ltd.437/1204	21	17	2.73125	58/2010	Kherki Majra	59	16	7	8
	Sunglow Overseas Pvt. Ltd.	7	6	0.9125	58/2010	Kherki Majra	59	17	8	0
	Sunglow Overseas Pvt. Ltd.	16	10	2.0625	58/2010	Kherki Majra	59	24	8	0
					58/2010	Kherki Majra	59	22/2	5	8
					58/2010	Kherki Majra	59	23	8	0
					58/2010	Kherki Majra	45	4	8	0
					58/2010	Kherki Majra	45	5	8	0
7	Sunglow Overseas Pvt. Ltd.	41	1	5.13125	58/2010	Kherki Majra	63	2/2	2	0
					58/2010	Kherki Majra	63	3/1	5	11
					58/2010	Kherki Majra	63	3/2	2	9
					58/2010	Kherki	64	3/2	2	0

S. K. Singh

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						Majra				
					58/2010	Kherki Majra	64	4	8	0
					58/2010	Kherki Majra	64	5/1	5	7
					58/2010	Kherki Majra	64	6/2	0	5
					58/2010	Kherki Majra	64	7/2	7	9
					58/2010	Kherki Majra	64	8	8	0
8	Precision Infrastructure Pvt. Ltd. 112/262	5	12	0.7	58/2010	Kherki Majra	62	5/1	5	2
	Saraswati Kunj Infrastructure Pvt. Ltd. 112/262	5	12	0.7	58/2010	Kherki Majra	62	6	8	0
	Utkarsh Realtech Pvt. Ltd. 38/262	1	18	0.2375	58/2010	Kherki Majra				
9	Super Belts Pvt. Ltd.	8	1	1.00625	58/2010	Kherki Majra	52	13min	0	14
					58/2010	Kherki Majra	52	18/2min	2	2
					58/2010	Kherki Majra	52	23min	5	5
	Super Belts Pvt. Ltd.	33	12	4.2	58/2010	Kherki Majra	57	21/1	1	12
					58/2010	Kherki Majra	58	16	8	0
					58/2010	Kherki Majra	58	17	8	0
					58/2010	Kherki Majra	58	24	8	0
					58/2010	Kherki Majra	58	25/1/1	1	2
					58/2010	Kherki Majra	58	25/1/2	0	10
					58/2010	Kherki Majra	58	25/2	6	8
10	Countrywide Promoters Pvt. Ltd.	29	9	3.68125	58/2010	Kherki Majra	64	9	8	0
					58/2010	Kherki Majra	64	11/1	5	16
					58/2010	Kherki	64	12/1	5	1

						Majra				6
					58/2010	Kherki Majra	64	13/1	5	1
					58/2010	Kherki Majra	64	14/1	4	1
	Countrywide Promoters Pvt. Ltd.	32	19	4.11875	58/2010	Kherki Majra	59	25	7	8
					58/2010	Kherki Majra	63	5/1	2	1
					58/2010	Kherki Majra	63	4	8	0
					58/2010	Kherki Majra	63	5/2	4	1
					58/2010	Kherki Majra	63	6/1/1	2	3
					58/2010	Kherki Majra	64	10	8	0
	Countrywide Promoters Pvt. Ltd.	33	17	4.23125	58/2010	Kherki Majra	63	8	8	0
					58/2010	Kherki Majra	63	13/2/1	1	9
					58/2010	Kherki Majra	63	14/1	5	1
					58/2010	Kherki Majra	63	6/1/2	4	0
					58/2010	Kherki Majra	63	7	8	0
					58/2010	Kherki Majra	63	6/2	1	5
					58/2010	Kherki Majra	63	15/1/1	3	4
					58/2010	Kherki Majra	63	15/2/1	2	3
	Countrywide Promoters Pvt. Ltd.	58	13	7.33125	58/2010	Kherki Majra	58	10	8	0
					58/2010	Kherki Majra	58	11	8	0
					58/2010	Kherki Majra	58	12	8	0
					58/2010	Kherki Majra	58	13	8	0
					58/2010	Kherki Majra	58	18	8	0
					58/2010	Kherki Majra	58	19	8	0
					58/2010	Kherki Majra	58	20	8	0
					58/2010	Kherki	58	23/1/1	2	1



						Majra				3
	Countrywide Promoters Pvt. Ltd.	43	6	5.4125	58/2010	Kherki Majra	64	1	8	0
					58/2010	Kherki Majra	64	2	8	0
					58/2010	Kherki Majra	64	3/1	6	0
					58/2010	Kherki Majra	58	23/2	0	2
					58/2010	Kherki Majra	58	21	8	0
					58/2010	Kherki Majra	58	22	8	0
					58/2010	Kherki Majra	58	23/1/2	5	4
11	Utkarsh Realtech Pvt. Ltd.	22	4	2.775	58/2010	Kherki Majra	47	24/2	0	3
					58/2010	Kherki Majra	47	25/2	6	1 4
					58/2010	Kherki Majra	52	4/2	2	1 0
					58/2010	Kherki Majra	52	7/1	5	1 2
					58/2010	Kherki Majra	52	14/2	7	5
	Utkarsh Realtech Pvt. Ltd.	178	11	22.31875	58/2010	Kherki Majra	52	5	7	8
					58/2010	Kherki Majra	52	6	7	8
					58/2010	Kherki Majra	52	15	6	1 6
					58/2010	Kherki Majra	52	16	7	8
					58/2010	Kherki Majra	52	17	8	0
					58/2010	Kherki Majra	52	18/1	2	0
					58/2010	Kherki Majra	52	24	8	0
					58/2010	Kherki Majra	52	25	8	0
					58/2010	Kherki Majra	53	23	8	0
					58/2010	Kherki Majra	53	24	8	0
					58/2010	Kherki Majra	53	25	7	1 2
					58/2010	Kherki	54	11/1	4	0

						Majra				
					58/2010	Kherki Majra	60	3	8	0
					58/2010	Kherki Majra	61	4	3	0
					58/2010	Kherki Majra	61	5	8	4
					58/2010	Kherki Majra	53	13	8	0
					58/2010	Kherki Majra	53	14	8	0
					58/2010	Kherki Majra	53	15	8	0
					58/2010	Kherki Majra	53	16	7	7
					58/2010	Kherki Majra	53	17	7	7
					58/2010	Kherki Majra	53	18	7	7
					58/2010	Kherki Majra	53	19	7	7
					58/2010	Kherki Majra	53	20	7	7
					58/2010	Kherki Majra	53	21	8	0
					58/2010	Kherki Majra	53	22	8	0
12	Eventual Builders Pvt. Ltd.	13	6	1.6625	58/2010	Kherki Majra	54	11/2min	2	8
					58/2010	Kherki Majra	54	12/2min	0	14
					58/2010	Kherki Majra	54	19min	3	8
					58/2010	Kherki Majra	54	20	6	16
13	Eventual Builders Pvt. Ltd.	26	14	3.3375	58/2010	Kherki Majra	54	21	8	0
					58/2010	Kherki Majra	54	22	8	0
					58/2010	Kherki Majra	59	1	8	0
					58/2010	Kherki Majra	59	2min	2	14
	Total of license No. 58 of 2010	864	11	108.06875						

shreyant

[Signature]



**SCHEDULE-II
DESCRIPTION OF LAND**

1	Mega Infra Projects Pvt. Ltd. 118/148	5	18	0.7375	45/2011	Kherki Majra	59	6	7	8
	Precision Infrastructure Pvt. Ltd. 30/148	1	10	0.1875	45/2011	Kherki Majra				
2	Mega Infra Projects Pvt. Ltd.	26	18	3.3625	45/2011	Dhankot	56	25	1	11
					45/2011	Dhankot	57	3/2	7	4
					45/2011	Dhankot	57	4	8	0
					45/2011	Dhankot	57	5	2	11
					45/2011	Dhankot	57	7	7	12
	Mega Infra Projects Pvt. Ltd.	19	14	2.4625	45/2011	Dhankot	57	2/2	5	8
					45/2011	Dhankot	57	3/1	0	16
					45/2011	Dhankot	57	9/1	5	10
					45/2011	Dhankot	57	8	8	0
	Mega Infra Projects Pvt. Ltd.	24	0	3	45/2011	Dhankot	56	11/2	2	1
					45/2011	Dhankot	56	12	4	13
					45/2011	Dhankot	56	18	6	13
					45/2011	Dhankot	56	19	8	0
					45/2011	Dhankot	56	21/1	2	13
	Mega Infra Projects Pvt. Ltd.	19	14	2.4625	45/2011	Dhankot	56	21/2	5	7
					45/2011	Dhankot	57	1/2	4	16
					45/2011	Dhankot	57	2/1	2	12
					45/2011	Dhankot	57	9/2	2	7
					45/2011	Dhankot	57	10/1	4	12
	Mega Infra Projects Pvt. Ltd.	8	9	1.05625	45/2011	Kherki majra	57	1/2	0	9
					45/2011	Kherki majra	58	6/1	3	0
					45/2011	Kherki majra	58	6/2	5	0
	Mega Infra Projects Pvt. Ltd.	4	0	0.5	45/2011	Kherki majra	58	2/2	4	0
3	Druzba Overseas Pvt. Ltd.	8	0	1	45/2011	Dhankot	56	20	8	0
4	Delite Realtech Pvt. Ltd.	31	4	3.9	45/2011	Kherki majra	60	6	7	12
					45/2011	Kherki majra	60	7	8	0
					45/2011	Kherki majra	60	4/2	4	15

7

5

					45/2011	Kherki majra	60	5/2	4	11
					45/2011	Kherki majra	60	4/1	3	5
					45/2011	Kherki majra	60	5/1	3	1
	Total of license no. 45 of 2011	148	17	18.60625						

Dr. Rajat

[Signature]



Certificate No. GOS2023L5448

GRN No. 110720147



Stamp Duty Paid : ₹ 2948500

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Countrywide promoters private

H.No/Floor : Ot/14/3f

Sector/Ward : 76

LandMark : Next door

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

**Buyer / Second Party Detail**

Name : Mega infraprojects pvt ltd

H.No/Floor : Ot/16/3f

Sector/Ward : 76

LandMark : Next door parklands

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Collaboration agreement for land admeasuring 1 365 acres in village Dhankot Sector 102 Gurugram between Countrywide Promoters Pvt Ltd and Mega Infraprojects Pvt Ltd

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



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE COLLABORATION AGREEMENT DATED 22nd DECEMBER, 2023 EXECUTED BETWEEN MEGA INFRAPROJECTS PRIVATE LIMITED AND COUNTRYWIDE PROMOTERS PRIVATE LIMITED.

MEGA INFRAPROJECTS PVT LTD PAN CARD → AAGCM08239

COUNTRYWIDE PROMOTERS PVT. LTD. PAN CARD → AAACC5280H

प्रलेख नं:11490

दिनांक:22-12-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर धनकोट

धन संबंधी विवरण

राशि 147420000 रुपये

स्टाम्प ड्यूटी की राशि 2948400 रुपये

स्टाम्प नं : g0s202315448

स्टाम्प की राशि 2948500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:110848730

पेस्टिंग शुल्क 0 रुपये

Drafted By: MANOJ KUMAR ADV

Service Charge:0

यह प्रलेख आज दिनांक 22-12-2023 दिन शुक्रवार समय 4:33:00 PM बजे श्री/श्रीमती /कुमारी

COUNTRYWIDE PROMOTERS PVT LTDSEC /6 FARIDABAD द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

COUNTRYWIDE PROMOTERS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MEGA ENTERAPROJECTS PRIVATE LIMITEDहैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी MANOJ KUMAR पिता ARJUN DASS
निवासी ADV GURUGRAM व श्री/श्रीमती /कुमारी SHIV KUMAR SINGH पिता NATHU SINGH
निवासी ADV GURUGRAM ने की ।

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

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is executed on this 22nd day of December, 2023 at Gurugram, Haryana;

BY AND BETWEEN

COUNTRYWIDE PROMOTERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Third Floor, Next Door, Parklands, Sector 76, Faridabad, Haryana- 121004 acting through its authorized representative Mr. Karan Singh S/o Sh. Mamraj duly authorized vide board resolution dated 08/12/2023 (hereinafter referred to as the "**Developer**" which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors and permitted assignees) of the **FIRST PART**;

AND

MEGA INFRAPROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at OT-16, 3rd Floor, Next Door, U-Block, BPTP Parklands, Sector-76, Faridabad, Haryana- 121004 acting through its authorized representative Mr. Inderjeet S/o Sh. Sukhpal Singh duly authorized vide board resolution dated 16/11/2023 (hereinafter referred to as the "**Land Owner**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include her respective successors, legal heirs, administrators, executors and permitted assignees) of the **SECOND PART**.

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

WHEREAS:

The Land Owner represents and confirms that it is the absolute owner and in physical possession of the land admeasuring 1.365 acres (10 Kanal 18 Marla 4 Sarai) situated in village Dhankot, Sector 102, Sub-tehsil Kadipur and District Gurugram, Haryana vide sale deed bearing vasika no. 13229 dated 08-11-2010 (hereinafter referred to as "**Subject Land**"). The Land Owner desirous to contribute the following Subject Land for the development of the Project (*defined hereinafter*).

Khewat No.	Khatoni No.	Area in Acres	Rect. No.	Killa No.	Kanal	Marla	Sarsai
877	909	0.725	58	15/1	5	16	0
877	909	0.640	57	21min	5	2	4
		1.365			10	18	4

- A. The Developer intends to develop a Project (*defined hereinafter*) over the Subject Land admeasuring 1.365 acres (10 Kanal 18 Marla 4 Sarsai). For this purpose, the

Reg. No.

Reg. Year

Book No.

11490

2023-2024

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी
कादीपुर

पेशकर्ता :- thru KARAN SINGH OTHER COUNTRYWIDE PROMOTERS PVT LTD

दावेदार :- thru INDERJEET OTHER MEGA INFRA PROJECTS PRIVATE LIMITED

गवाह 1 :- MANOJ KUMAR

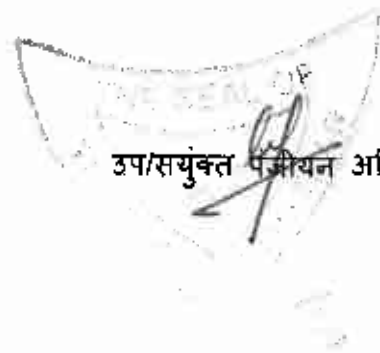
गवाह 2 :- SHIV KUMAR SINGH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11490 आज दिनांक 22-12-2023 को बही नं 1 जिल्द नं 281 के पृष्ठ नं 137.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2105 के पृष्ठ संख्या 81 से 82 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 22-12-2023

उप/संयुक्त पंजीयन अधिकारी कादीपुर



Developer shall apply to The Director, Town and Country Planning, Haryana, for grant of appropriate license to develop the Project (*defined hereinafter*) over the Subject Land.

- B. The Parties are entering into this Collaboration Agreement in order to record the terms of mutual agreement in writing in relation to their collaboration and the development of the Project or any other project, as per the sole decision and discretion of the Developer, as may be permitted under law as on date or in future including but not limited to the additional license for Residential Plotted Colony, SCO Plots, Affordable Group Housing Colony, Group Housing Colony, Commercial Colony, etc.

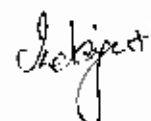
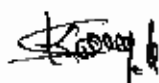
NOW THEREFORE IN CONSIDERATION OF THE PREMISES, COVENANTS AND MUTUAL REPRESENTATIONS AND WARRANTIES, THE PARTIES HERETO HAVE AGREED TO ENTER INTO THIS COLLABORATION AGREEMENT UPON THE TERMS AND CONDITIONS HEREIN CONTAINED:

1. LAND FOR LICENSE:

- 1.1. The Land Owner represents that she is the actual, absolute, legal owner of the Subject Land and is in actual, vacant, peaceful, physical possession of the Subject Land admeasuring 1.365 acres (10 Kanal 18 Marla 4 Sarsai) situated in village Dhankot, Sector 102, Sub-tehsil Kadipur and District Gurugram, Haryana.
- 1.2. The Parties intend to seek license(s) from the DTCP for such usages as may be permitted under the law including but not limited to the development of a residential plotted colony under additional license or Affordable Group Housing Colony or Group Housing Colony, Commercial Colony, SCO Plots, etc. ("Project").

2. CONFIRMATION OF THE CONDITIONS ESSENTIALLY REQUIRED TO BE AGREED UPON IN THE COLLABORATION AGREEMENT FOR OBTAINING LICENSES FROM DTCP UNDER THE HARYANA DEVELOPMENT AND REGULATIONS OF URBAN AREAS ACT, 1975:

- 2.1. The Developer shall be responsible for compliance with all terms & conditions of license/provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
- 2.2. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.
- 2.3. That the Developer and Land Owner shall jointly apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of Project over the Subject Land or any other use as Developer may deem fit as mentioned hereinabove. The Land Owner shall extend full co-operation and assistance to the Developer in relation to obtaining the aforesaid licenses,



permissions, sanctions and approvals. The Developer shall be acting as developer for the purposes of the Project and shall fulfill all obligations of DTCP and be responsible for all compliances including all filings under Rule 24, 26, 27 and 28 in DTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016.

3. CONFIRMATION OF GRANT OF DEVELOPMENT RIGHTS:

- 3.1. The Land Owner hereby confirms and affirms the grant, transfer and convey of the entire development rights over the Subject Land to the Developer along with such other ancillary and incidental rights, benefits, interests, easements, privileges and appurtenant thereto, free from any encumbrances, to develop, construct, launch, market and sell the Project including but not limited to the right to develop and transfer of completed structures of the Project, as may be deemed appropriate by the Developer, which shall, pursuant to this Agreement, vest with the Developer.
- 3.2. The Developer shall be entitled to construct, develop, market, sale, lease, transfer, license the built-up area to any third party or any of its group/associate companies.
- 3.3. That the Developer would be entitled to undertake Project and receive license for such usages as may be permitted under law including but not limited to the development of a residential plotted colony under Deen Dayal Jan Awas Yojna, Group Housing Colony, Commercial Colony, Residential Plotted Colony, SCO Plots, Affordable Group Housing Colony, etc.

4. POSSESSION:

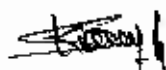
- 4.1. The Land Owner hereby irrevocably handed over the actual, physical, vacant, peaceful, and exclusive possession of the Subject Land to the Developer for all intent and purposes of this Agreement and agrees that Land Owner shall not reclaim the said possession hereafter under any circumstances.

5. DEVELOPMENT OF THE PROJECT AND ITS COST AND EXPENSES

That the entire costs and expenses required for carrying out construction, development, and completion of the Project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges, and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Subject Land shall be wholly borne by the Developer. The Land Owner shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and/or demands in this respect.

6. CONSIDERATION

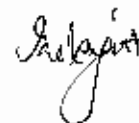
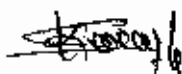
- 6.1. That in lieu of the mutual covenants of the Parties under this Agreement, the Land Owner has agreed to transfer and convey the entire built-up area permitted over the Subject Land (FAR) to the Developer.



- 6.2. It is further agreed that any increase in FAR (Floor Area Ratio) / FSI (Floor Surface Index) shall be to the benefit of the Developer only and Land Owner shall not make any claim towards the said increase in FAR/FSI on any ground whatsoever.
- 6.3. As consideration for the Land Owner for (a) providing the Subject Lands to the Developer, to develop and construct the intended project(s) thereon on the terms and condition contained herein; (b) providing absolute right to the Developer to sell the units and other saleable area of the project(s) and to market the same, to prospective buyer(s) as provided for herein; and (c) conveying and transferring, in the manner provided in this Agreement their rights and interest in the Subject Land, the Developer (1) has reimbursed / shall pay, prior to receipt of completion certificate / part completion certificate of the Project, to the Land Owner all costs and expenses incurred by the Land Owner with respect to the purchase of the Subject Land, including cost of lands, registration charges, stamp duty, commission to brokers and all other expenses incurred for acquiring the ownership, title and possession of Subject Land, and (2) has paid / shall, prior to receipt of completion certificate / part completion certificate, pay to the Land Owner a consolidated sum calculated @ Rs. 35,000/- (Rupees Thirty Five Thousand Only) per acre of Subject Land.

7. OBLIGATIONS OF THE LAND OWNER

- 7.1. The Land Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Project on the Subject Land at any point of time in the present or in the future.
- 7.2. The Land Owner undertakes irrevocably to constitute the Developer and/or its nominees as its attorney to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions for the various authorities and to do such acts, deeds and actions for and on behalf of the Land Owner as may be required to be done for the purpose of developing, constructing and completion of the Project on the Subject Land and to enter into agreement to sell and/or execute and register sale deed(s) or such other transfer documents in respect of the built-up area/plots in the Project and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
- 7.3. The Land Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of unbuilt or built up areas or plots in the Subject Land or Subject Land to any person at any time either before or after the Project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
- 7.4. The Land Owner undertakes to execute a general power of attorney and special power of attorney, duly registered with the Sub-Registrar of Assurances in favour



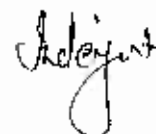
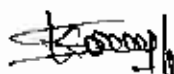


of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.

- 7.5. The Sale deeds or such other documents affecting the transfer of the plots/built up property on the Subject Land or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include its Buyers/allottees or the intending Buyer(s) as may be desired by the Developer and the Land Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for the transfer of property on the basis of this document and if permitted under law a general power of attorney shall also be got executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer. The Developer shall have the unhindered right to accept the financial consideration against such transaction and shall issue receipts thereof to the intending buyer(s) in its own name without any interference from the Land Owner.
- 7.6. The Land Owner shall not interfere with sale, marketing, or advertising of the Project as may be conceived by the Developer and the Developer shall be entitled to advertise the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the Subject Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
- 7.7. At any time after the execution of this Agreement, the Land Owner shall neither create any mortgage nor any third party rights over the Subject Land.

8. **OBLIGATION OF DEVELOPER TO OBTAIN APPROVALS:**

- 8.1. The Developer shall represent the Land Owner before all offices, authority, State/ Central Government, or local body including but not limited to DTCP, Haryana Shehri Vikas Pradhikaran ("HSVP") or any other authority/office of the Government of Haryana, Municipal Council / Local Body, which may be connected and / or concerned with the development of the Subject Land and to make statement, sign, verify and file all letters, applications, affidavits, indemnities, proposals, undertakings, replies, etc. for and on behalf of the Land Owner.
- 8.2. The Developer shall with respect to the Project make applications with regard to the Subject Land under Punjab Scheduled Roads and controlled Areas (Restriction of Unregulated Development) Act, 1963, Haryana Development and Regulation of Urban Areas Act, 1975, and the Real Estate (Regulation and Development) Act, 2016, the rules made thereunder for the purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, fees and charges, give Bank Guarantees, etc., as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc.



- 8.3. The Developer shall appear and represent, on a day to day basis, the Land Owner before the Central/State Government offices/ Authorities/ Departments including but not limited to HSVP, Haryana State Pollution Control Board ("HSPCB"), State Environment Assessment Committee ("SEAC"), State Environment Impact Assessment Authority ("SEIAA"), Department of Town and Country Planning ("DTCP"), Airports Authority of India ("AAI"), Dakshin Haryana Bijli Vitran Nigam ("DHBVN"), Haryana Vidhyut Prasaran Nigam Limited ("HVPNL"), Deputy Commissioner Office/Revenue Department, National Board of Wild Life ("NBWL"), Ministry of Panchayat Raj, Mining and Geology Department, Haryana, Municipal Corporation Faridabad ("MCF"), Fire Department, Office of Senior Town Planner, Faridabad ("STP Office"), Haryana Renewable Energy Development Agency ("HAREDA"), Central Ground Water Authority ("CGWA"), Forest Department, HRERA or any other concerned authority (collectively as "Governmental Authorities") in connection with the Subject Land.
- 8.4. The Developer shall get the layout/ building plans filed and approved on the plots as well as on the commercial component of the colony and to apply and seek Completion Certificate/Occupation Certificate and to do all such things as may be required with respect to the entire Project.
- 8.5. The Developer shall apply and seek Completion Certificate/Occupation Certificate of the colony upon its development and do all such things as may be required for seeking completion from DTCP or any other competent authority in that regard.
- 8.6. The Developer shall be fully entitled to execute and register, for and on behalf of the Land Owner, before the concerned Sub-Registrar, the agreement to sell, tripartite agreement, conveyance/sale deed and/or any other document to be executed with the allottee/customer of the Project being developed on the Subject Land in his complete discretion, and without seeking any consent.
- 8.7. The Developer shall be entitled to develop the Project as additional Residential Plotted Colony (addition to existing license) or SCO Plots or Affordable Group Housing Colony over the Subject land as may be permitted by the DTCP.
- 8.8. The Developer shall execute and register, for and on behalf of the Land Owner, before the concerned Sub-Registrar, the agreement to sell, tripartite agreement, conveyance/sale deed and/or any other document to be executed with the allottee/customer of the Project being developed on the Subject Land in his complete discretion, and without seeking any consent.
- 8.9. The Developer shall execute and register, for and on behalf of the Land Owner, any other document that may be required under the rules and regulations of the Real Estate (Regulation and Development) Act, 2016 (including any amendments thereto) and the Rules made thereunder by the Government of Haryana with respect to the Project or any other project(s) as may be conceived by the Developer.
- 8.10. The Developer shall be entitled to do all such acts, deeds and things that are required to be undertaken by the Developer in terms of this Agreement and its





amendments or as may be mutually agreed in terms of this Agreement including sale, transfer, its recording, communication with customers, maintaining ledger, advertisement, filing of compliance with RERA/ DTCP etc.

- 8.11. All costs, charges and expenses that are incidental to any acts, deeds, matters and things done or caused to be done by the Developer /collaborator in furtherance of the powers herein contained, shall be paid by the Developer.
- 8.12. That the Land Owner shall be bound to comply with all the terms and conditions of license and the terms and conditions of the DTCP in respect of the Subject Land sought to be developed.
- 8.13. The Developer shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the Project on the Subject Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and/or contracting any person shall be the sole responsibility of the Developer.

9. RIGHT TO OBTAIN FINANCIAL SUPPORT FROM BANKS/ NBFCs/FIIS FOR CONSTRUCTION FINANCE:

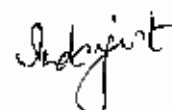
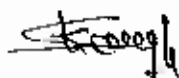
- 9.1. The Developer alone shall be entitled to mortgage the Subject Land after receipt of LOI, in favor of any bank /financial institution for obtaining/raising construction finance for the construction and development of the Project. In this regard, at the request of the Developer, the Land Owner shall, without any demur or protest:
- (a) Execute all necessary documents for the creation of charge/mortgage over the Subject Land; and
 - (b) Handover the originally registered sale deed(s) to the lender.

10. TAXES & CESSSES:

- 10.1. That the Parties individually shall be liable with respect to their respective income tax and other fiscal liabilities for the consideration received under this Agreement.
- 10.2. All rates, taxes, and demands due and payable to revenue or any other authority, in respect to the Subject Land upto the date of this Agreement, shall be the exclusive responsibility/ liability of the Land Owner, thereafter the same shall be the exclusive responsibility of the Developer.

11. NOC FOR MERGER/DE-MERGER/RE-ORGANIZATION EXERCISE

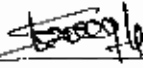
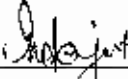
The Developer is in the process of merger/de-merger/re-organization exercise along with its parent/ subsidiary /sister/associate/other companies and Land Owner confirms that Land Owner has no objection to the scheme of merger/de-



merger/re-organization etc., and Land Owner shall not raise any claim or objection in this regard even if the consequence of such merger/demerger is the change in constitution or change in the shareholding pattern or directors.


12. All the terms and conditions of this Agreement shall remain valid and binding on the Parties.


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

For & on behalf of COUNTRYWIDE PROMOTERS PVT. LTD.	For & on behalf of MEGA INFRAPROJECTS PRIVATE LIMITED
	
Mr. Karan Singh (Authorized Signatory)	Mr. Indrajit (Authorized Signatory)

WITNESSES:

1. Sign: _____
Name: MANOJ KUMAR
Address: Advocate
Distt. Court Gurugram

2. Sign: 
Name: Shiv Kumar Singh
Address: Advocate
Distt. Court, Gurugram


Dated By
MANOJ KUMAR
ADVOCATE
DISTT COURTS, GURUGRAM
22/12/23

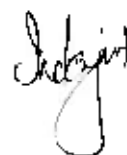
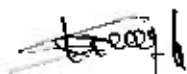


SCHEDULE-I

DESCRIPTION OF SUBJECT LAND

Subject Land admeasuring 1.365 acre (10 Kanal 18 Marla 4 Sarsai) situated in village Dhankot, Sector 102, Sub-tehsil Kadipur and District Gurugram, Haryana

Khewat No.	Khatoni No.	Area in Acres	Rect. No.	Killa No.	Kanal	Marla	Sarsai
877	909	0.725	58	15/1	5	16	0
877	909	0.640	57	21min	5	2	4
		1.365			10	18	4







Indian-Non Judicial Stamp Haryana Government



Date : 05/12/2023

Certificate No. G0E2023L3233



Stamp Duty Paid : ₹ 4765500

GRN No. 110173099



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Mohinder singh

H.No/Floor : B

Sector/Ward : B

LandMark : Basai

City/Village : Dhankot

District : Gurugram

State : Haryana

Phone: 99*****75

Others : Ranbir singh satyawar kataria chanderbhan sur pal santra devi gyan parkash jaiwir singh jasbir singh narender kumar



Buyer / Second Party Detail

Name : Countrywide promoters pvt ltd

H.No/Floor : OI/14/3f

Sector/Ward : 76

LandMark : Next door parklands

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Collaboration Agreement for land admeasuring 17K 13M in village Kherki Majra Sector 102 Gurugram

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

COLLABORATION AGREEMENT

This Collaboration Agreement, together with all the annexures and schedules, is entered into on this 7th day of December 2023 at Gurugram ("Agreement").

BETWEEN

(1) **Mohinder Singh** (Aadhaar card no. 3114 7498 4713 Pan card ABOPK7811N) (1/7 share);

(2) **Ranbir Singh** (Aadhaar card no. 7919 3182 8454 Pan card BCQPR9080J) (1/7 share);

(3) **Satyawan @Satyawar Kataria** (Aadhaar card no. 6791 1567 3483 Pan card DALPK4750B) (1/7 share);

(4) **Chanderbhan** (Aadhaar card no. 7723 9745 8290 Pan card BJYPB7523F) (1/7 share);

(5) **Surender Pal** (Aadhaar card no. 4656 9891 8452 Pan card APEPP1377G) (1/7 share);

All Ss/o Risal Singh S/o Khema

(6) (a) **Santra Devi** wd/o of Ramchander S/o Risal Singh (Aadhaar card no. 7409 0017 2775 Pan card DYBPD8618F) (1/28 share);

23-12-2023

Signature

Gyan Parkash

Surender Singh

प्रलेख नं:10647

दिनांक:07-12-2023

डोंड संबंधी विवरण

डोंड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर खंडकी माजरा धनकोट

धन संबंधी विवरण

राशि 25827500 रुपये

रदारम इमूनी की राशि 4765500 रुपये

रदारम का 10% हिस्सा

रदारम की राशि 4765500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

1 Original + 10 Copies

पेस्टिंग शुल्क 0 रुपये

प्रमाणित किया जाता है कि

Mohinder Singh
रंजीत सिंह
रंजीत सिंह
रंजीत सिंह

सही है।

यह प्रलेख आज दिनांक 07-12-2023 दिनांक गुरुवार समय 3:10:00 बजे श्री/श्रीमती/कुमारी *रंजीत सिंह*
MOHINDER SINGH पुत्र BIR SINGH SINGH RANDE SINGH पुत्र BIR SINGH SINGH SINGH SINGH SINGH SINGH
KATAR SINGH पुत्र BIR SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH
DIA विधवा पुत्र BIR SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH
SINGH पुत्र BIR SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH
द्वारा प्रमाणित किया जाता है कि

Mohinder Singh

हस्ताक्षर प्रस्तुत करता है

MOHINDER SINGH पुत्र BIR SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH
BIR SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH SINGH

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी *रंजीत सिंह* COLLABORATION AGREEMENT के लिए प्रमाणित किया जाता है।

प्रस्तुत प्रलेख के द्वारा को दायर किया

ने रंजीत सिंह तथा समस्त पक्षों के बीच को दायर किया गया। *रंजीत सिंह* को प्रमाणित किया जाता है कि *रंजीत सिंह* पिता *रंजीत सिंह*

संलग्न निवासी *रंजीत सिंह* श्री/श्रीमती/कुमारी *रंजीत सिंह* को दायर किया गया। *रंजीत सिंह* पिता *रंजीत सिंह*

निवासी *रंजीत सिंह* को दायर किया गया।

यह प्रलेख को दायर किया गया। *रंजीत सिंह* को दायर किया गया। *रंजीत सिंह* को दायर किया गया। *रंजीत सिंह* को दायर किया गया।

रंजीत सिंह

- (b) **Gyan Parkash** (Aadhaar card no. 7347 7351 9240 Pan card DIIPP3717E) (1/28 share);
- (c) **Jaivir Singh** (Aadhaar card no. 6943 6792 6275 Pan card HGUPS2286H) (1/28 share);
- (d) **Jasbir Singh** (Aadhaar card no. 7319 7814 9285 Pan card BLOPS2317A) (1/28 share);
all ss/o of Ramchander S/o Risal Singh;
- (7) (a) **Narender Pal** (Aadhaar card no. 6807 5195 0143 Pan Card BOIPP7609K) (1/14 share);
- (b) **Naresh Kumar** (Aadhaar card no. 7239 1847 6070 Pan Card BZUPK2388B) (1/14 share)
both ss/o Sunder Lal S/o Risal Singh

All residents of Village Basai and Dhankot, Sub Tehsil Kadipur & District Gurugram hereinafter referred to as the "**Owner(s)**" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include them, their heirs, successors, and permitted assignees and/or nominees) of the **ONE PART**

AND

Mohinder Singh
रमचंद्र सिंह

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at OT-14, Third Floor, Next Door Parklands, Sector-76, Faridabad, Haryana-121004 acting through its representative Inderjeet S/o Sh. Sukhpal duly authorized by Board Resolution dated 30-10-2023 (hereinafter referred to as the **DEVELOPER**) (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**

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

WHEREAS:

- a. The Owners represent and confirm that they are the actual, absolute and legal Owners and are in actual, vacant, peaceful physical possession of the land admeasuring 2.20625 Acres vide Khewat No. 217, Khatauni No. 272, Rectangle No. 59, Killa No. 10(8-0), 11/1(5-13), total area 13K-13M and Khewat No. 221, Khatauni No. 276, Rectangle No. 54, Killa No. 23/1(4-0), total area 4K-0M; total of both khewats is 17 Kanal 13 Marla vide Jamabandi for the year 2018-19 along with mutation no. 4472- 4574- 4779 situated within the revenue estate of village Kherki Majra, Sub Tehsil Kadipur and District Gurugram, (hereinafter referred to as the "**Land**"). The revenue records of the Land are



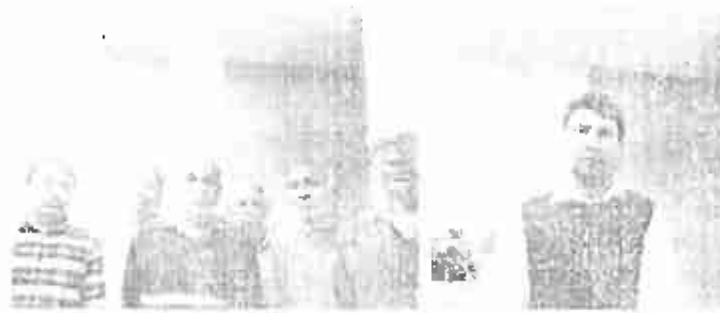
महेश कुमार
20/09/2023

गुड-3 45

M/s Co

2 Inderjeet

Gyan Parkash
Jaiveer Singh



पशकता



दावदार



गवाह



प्रमाणित

उपस्थित पञ्जीयन अधिकारी

कादीपुर

पशकता: RANBIR SINGH, RANBIR SINGH, SATYAWAN ALIAS SATYAWAN, KATARIA, CHANDERMAN, SURENDER PAL, SANTRA DEVI, GYAN PARKASH, JAIVEER SINGH, JAGDEEP SINGH, NARENDER PAL, NARENDRA KUMAR

दावदार: SURENDER PAL TO THE COUNTRYWIDE PROMOTERS PVT

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प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10647 आज दिनांक 07-12-2023 को बही नं 1 जिल्द नं 280 के पृष्ठ नं 1208 पर किया गया तथा इसकी एक प्रति अधिलेखित बही संख्या 1 जिल्द नं 2084 के पृष्ठ संख्या 95 से 99 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दरतावज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षरनिशान जंगूठा भरे समझे किए हैं।

दिनांक 07-12-2023

उपस्थित पञ्जीयन अधिकारी कादीपुर

attached herewith as **Annexure I** and the location drawing along with demarcation of the Land is shown in red colour and the same is attached herewith as **Annexure II**.

- b. The Owners further confirm and represent that they have absolute and marketable rights, title and interest in the Land and the same is free from all claim(s), charge(s), lien(s), disputes, adjustment(s), liability(s), litigation(s), notifications under the Land Acquisition Act, 1894 or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any encumbrance of whatever kind over the Land and the Land is eligible for grant of license to be developed as a residential plotted colony under the relevant laws of the State of Haryana without any impediment of any nature.
- c. The Developer has represented that they are a developer of repute and hold sufficient expertise in the development of residential plotted colonies and have developed various projects in Gurgaon and are developing residential plotted colony in Sector 102, Gurgaon after receiving all the government approvals.
- d. The Owners are now desirous of developing the Land into residential plotted colony/additional plotted colony and accordingly, this Collaboration Agreement is being executed between the Parties **for the development of the Land for plotted/ additional plotted colony** after seeking appropriate licence from Director General, Town and Country Planning, Haryana (DGTCP) on the basis of representations given hereinabove by the Owners on the terms and conditions mutually agreed and accepted between the Parties and appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. References, Terms, Expressions and Phrases:

1.1 Reference to the Agreement or any other instrument is a reference to this Agreement or that other instrument as amended, varied, novated or substituted in writing from time to time.

1.2 The headings in the Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of the Agreement.

1.3 References to recitals, clauses, schedules, annexures and appendices are references to recitals, clauses, schedules, annexures and appendices of and to the Agreement, and all of them shall form an integral part of the same.

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- 1.4 Reference to any statute or statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted.
- 1.5 Words importing singular number shall include plural and vice versa, words importing masculine gender shall include feminine and neuter gender and vice versa, and words importing persons shall include firms, partnership, institutions, companies and body corporate, whether incorporated or unincorporated.
- 1.6 Save and except to the extent any reference, term, expression or phrase is separately defined in the Agreement or where the context in which such reference, term, expression or phrase is used does not warrant or permit such construction or interpretation, references, terms, expressions or phrases used in the Agreement shall have the same meaning as assigned to them/ it in the Collaboration Agreement.

2. Ownership:

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The Owners represent that they are the actual, absolute, legal owner in actual, vacant, peaceful, physical possession of the Land admeasuring 17 Kanal 13 Marla i.e. 2.20625 Acres falling in the revenue estate of village Kherki Majra, Tehsil and District Gurgaon. The Owners further represent and confirm that the Land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, unauthorized occupation, notifications, claims and litigations whatsoever and it shall be the sole responsibility and liability of the Owners to keep the Land free from all sorts of aforesaid encumbrances till the actual handing over of possession of the developed plots (hereinafter referred to as the "Plots") to the prospective customers of the Developer as well as that of the Owners.

3. Acquisition Proceeding:

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The Owners assure and represent that neither any part of the Land has been acquired nor any acquisition proceedings has been initiated in respect of the Land till date and the same is owned and possessed by them without having any third party claims of whatsoever nature, over the same. The Owners further represent that in case the said Land or any part thereof is ever notified for acquisition, either for the development of Sector Road or for any other purpose, by the Government of Haryana or any other authority, then the Developer shall be fully competent for taking such legal action as may be deemed fit by them and the Owners undertake, not to take any action or accept any compensation from the Government of Haryana or any other authority in this regard without the written consent of the Developer. The Owners shall execute an irrevocable special power of attorney for this purpose.



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4. **Possession:**

That Owners on execution and registration of this Agreement, have handed over the actual physical vacant, peaceful and exclusive possession of the said Land to the Developer for all intents and purpose of this Agreement and agrees that the Owners shall not reclaim the possession, however, it has been agreed that if the Developer fails to obtain the License for development of the Land as agreed under this Collaboration Agreement, in that event, the Owners can reclaim the possession in terms of this Collaboration Agreement.

That subsequent to the execution of this Agreement, the Owners have in accordance with the terms and conditions hereof, permitted the Developer to enter upon the Land directly and/or through its agent, architects, consultants, representatives, contractors, for the survey, design and development of the Project in accordance with the applicable laws and terms of this Agreement for the development of residential plotted colony/ additional plotted colony and for this purpose, to further take measurements, carry out planning exercise and to do, cause to do, all acts and deeds required and/or necessary for obtaining all the requisite licences, approvals, permissions and sanctions from the relevant authorities.

Power of Attorney(s):

Simultaneous to signing of this Agreement, the Owners have executed and registered General Power of Attorney (hereinafter referred to as the "GPA") in favour of the Developer or its nominee(s), authorizing and empowering the Developer or its nominee(s) to sell, transfer and convey by any manner and means, the Developer's or its nominee's share of the Plots and developments thereon, to receive the proceeds thereto and to sign and execute any agreements, sale/ conveyance deeds, deeds generally, instruments, etc., giving effect to such transfer in full or in parts as well as to deal with the common areas and facilities on the said Land in any manner it may deem fit and proper. The Owners have also executed a special power of attorney in favour of the nominee of the Developer i.e. Mr. Inderjeet hereinafter referred to as the "SPA") for the purpose of including but not limited to (1) seeking License from DGTCP, HUDA, Conversion of Land Use And for release of Land from Acquisition proceedings, (2) submission and approval of drawings on behalf of the Owners for development and construction and (3) for representing the Owners before all judicial and quasi-judicial forums, authorities, courts, tribunals, in the matters pertaining to the Land, acquisition claims and to engage Advocates etc. to appear for and on behalf of the Developer.



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The Owners further agree to execute any other document, deed or agreement or do any act or thing required by the Developer to comply with the obligations set out in this Agreement and more specifically in this clause, as also to strengthen and confirm the rights, title and interest of the Developer in the said Land including by executing any transfer or conveyance document as may be required by the Developer. Further, the Owners fully understand and acknowledge that huge investments shall be made by the Developer based on the assurances, commitments and contractual obligations undertaken by the Owners. The Owners also understand that the Developer, placing reliance on such commitments and representations of the Owners, has given/ will give further commitments to its customers / government authorities. Hence the Owners undertake and warrant that GPA/ SPA executed in favour of the Developer as stated herein above, shall not be revoked/ cancelled at any time, however, certainly not after receipt of License by the Developer and would remain binding on the Owners in all respects as the same has been executed in performance of the Collaboration Agreement.

6. Authorization:

The Owners hereby appoint the Developer or any person duly authorized by the Developer in the Developer's sole discretion, as their attorney who shall be acting for and on behalf of the Owners, to do all acts that are necessary to give effect to the terms and conditions of this Agreement and to do the following in particular:-

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i. To represent before any officer, authority, State/Central Government or local body including but not limited to DGTCP/HSVP/Urban Estate Department/Environment and Forest Departments/Mining Department/AAI/Fire Department, Haryana Renewable Energy Development Authority (HAREDA) or any other authority/office of the Government of Haryana, Municipal Council / Local Body under Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963; Haryana Development and Regulation of Urban Areas Act, 1975, the various rules made there under for the various purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, give Bank Guarantees, as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc. engage advocates for the purpose of appearing and pleading, which may be connected and / or concerned with the development of the Land in terms of this Agreement, or for any matter incidental thereto.

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ii. To apply for and to get the approval of demarcation plan, zoning plan, building plans, and to carry out any construction, addition, alteration or compounding of irregularities, if any, and for that purpose to deposit the requisite fees, security deposits, bank guarantees, earnest money and such

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other deposits as are required by the Government Authority (ies) for sanctioning the plans and to receive the plans duly sanctioned from such Authorities.

- iii. To apply for and to get the approval of service plan estimates, Occupation Certificate, Completion Certificate in respect of the developments on the Land and for the said purpose, remove all objections therefrom and do all such acts as may be necessary for the said purposes under its own signatures.
- iv. To apply for and to have all requisite licences and approvals transferred in the name of the Developer.
- v. To book/allot/sell Plots and enter into binding contracts by executing Agreements to Sell/Plot buyers agreement and also to transfer the Plots by executing conveyance deeds/sale deeds along with proportionate right in the land underneath and to receive the entire sale consideration in its own name and for its own benefit and shall also issue receipts against receipt of payments / part payments and to transfer the amenities, facilities, community buildings and convenience stores, commercial space etc. in favour of such persons as it may deem fit and receive sale consideration in its name against the sale and also receive other incidental charges as may be more particularly mentioned in the Application form / any other agreements.

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- vi. To commence or institute or defend or respond to, on behalf of the Owners before any court in India and/or any governmental authority, directorate, forum, quasi-judicial authority, police authority, tribunal/administrative or departmental authority any notice, summons, suit, writ, injunction, investigation, criminal proceedings or other legal actions or proceedings related to the Land.

- vii. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest and lien thereby creating third party right, title and interest over the Land and construction thereon including execution of sale deed of Plots developed over the Land, and present the same for registration before appropriate authority including Sub-Registrar's Office and do all such acts, deeds or things to ensure due execution of the same.

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- viii. To execute Plot Buyer Agreements or any other document with the prospective purchasers or execute Deed of Declaration with respect to the building constructed thereon over the Land and to receive the payments either in full or in part in its own name and give receipts thereof in its own name, as the Developer attorney may deem fit and proper.

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- ix. To execute and register the Conveyance Deed of Plots in favour of prospective purchasers, and to issue payment receipt against the amounts paid by purchasers in respect of the Developers share.

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- x. The Owners hereby declare that all acts, deeds and things executed or performed under or by virtue of the above presents by the Developer and/or its nominee(s) as attorney, shall be binding on them and ratified as requested by the Developer.
- xi. The Owners hereby represent and undertake that all the acts, deeds and things executed or performed pursuant to this Agreement or any document in pursuance thereof shall be fully binding on them and be duly ratified, wherever necessary, on being demanded by the Developer, without any objection whatsoever.

7. **Registration of Collaboration Agreement:**

Subsequent to the execution of this Agreement, the Owners hereby undertake to be present before the Sub Registrar, Gurgaon for registration of this Agreement and the GPA/SPA as and when desired by the Developer or its nominees. However, all the expenses incurred for the registration of this Agreement and the GPA / SPA shall be borne by the Developer without claiming any cost or expenses from the Owners.

8. **License Application:**

(a) That the Developer shall apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of the Land into a residential plotted colony/ additional plotted colony. The Developer shall bear all the expenses to be incurred such as licence fees, which includes any Bank Guarantee to be furnished as may be required for making such application to DGTCP. The Developer shall file the layout plan and shall be fully authorised and empowered to make such additions and alterations in the layout plan as may be required in its absolute discretion. The Parties herein agree that if there are any conditions imposed in the Letter of Intent (LOI), as may be granted by DGTCP in due course, then the Parties herein shall comply with the same within the stipulated time period. However, all the licences, permissions, sanctions and approvals in respect of the Land shall be applied and obtained in the name of the Owners and the Developer shall be mentioned as the developer of the Land.

(b) The Developer shall make all sincere efforts to receive LOI/license within 12 (Twelve) months from the execution of this Agreement and/or Government deciding to grant license to private individuals. However, if for any reason, subject to reasons beyond the reasonable control of the Developer and

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Force Majeure, the Developer fails to get the license within specified time despite all its diligent efforts, for this purpose, a grace period of 6 months would be available to the Developer to perform its part but at the same time, no further extension shall be allowed and the Collaboration Agreement shall stand cancelled due to efflux of time.

- (c) That the Owners shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGTCP in respect of the Land sought to be developed and the Developer shall be free to transfer its share in the Land to any third party.

9. **FLOOR AREA RATIO (FAR):**

It has been agreed between the Parties that against the area of Land acquired for development of Roads/Green Belt, the permissible FSI/FAR granted by the Government of Haryana, shall be utilized by the Developer only and the Owners shall not claim any such FSI/FAR however at the same time, allocation of the Owners shall be as per the Land which is subject matter of present Agreement.

10. **CONSIDERATION:**

In consideration of the Owners providing the Land to the Developer, to develop and utilize their Land for plotted/ additional plotted colony and also for any other project as may be permitted by law on the terms and condition of this Agreement; providing absolute right to the Developer to sell the Plots and other saleable area of the Project/Land (other than Owners Share) and to market the same, to prospective buyer(s) as provided for herein; and conveying and transferring, in the manner provided hereinafter in this Agreement their rights and interest in the Project, it is agreed between the Parties that the Owners shall be jointly entitled to an area of 3100 SYD in the Project (Residential Plots only) ("Owners Share"). The said area shall be the full and final allocation towards the Owners by the Developer, against their Land measuring 17 Kanal 13 Marla. It is further agreed between the Parties that upon sanction of zoning plan, the Developer shall allocate the share of the Owners and issue Allotment Letters to the Owners qua Collaborator's share specifying the Plot numbers being allocated to them.

It is agreed between the parties that if, as per the shape and size of the plotted area agreed to be allocation of Owners share, the total plots allocated are more than their entitlement i.e. 3100 sq. yards then the Owners shall pay the sale consideration as per the market rate of the additional area to complete a particular plot to the Developer. Similarly, if the area allocated to the Owners is somewhat less than their entitlement, the Developer shall pay as per market rate to the Owners so as to ensure that both the parties remain bound to the agreed terms of 3100 sq. yards in lieu of the land of 17 Kanal 13 Marla.

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It is also agreed between Parties that, simultaneous to the allocation of Owners Share by the Developer, the Owners shall execute and register Sale Deed of the Land in favour of the Developer without any other or further consideration.

It has been well understood and undertaken by the Owners, that other than the entitlement of above said Owners Share, in yardage, the Owners shall not claim any right, title or interest over the remaining area of Land against which the License shall be granted. The Developer shall, within its own rights, be absolutely entitled to sell, alienate, discharge, allocate, receive consideration and do all other necessary acts, against all the rights, title or interest accrued over the remaining area of Land by virtue of this Agreement and the GPA/SPA.

It is also agreed between Parties that any and all taxes including GST (including payment under Reverse Charge Mechanism) as applicable on the Owners Share shall be solely borne and paid by the Owners or reimbursed to the Developer, before taking over physical possession of the Plots of Owners Share.

It has been further agreed and confirmed by the Owners that the area of plots so allotted by the Developer shall range from **180 to 350 Sq. Yards (Approx)**. It is further agreed that the allocation of the plots to the Owners should be similar in location and position as far as possible and practicable. It has also been agreed that such allocation will be proportionately for both parties.

11. **Development**

That the Developer shall develop residential plotted/additional plotted colony over the Land at its costs, expenses and resources after procuring the requisite licenses, permissions, sanctions and approvals from all the competent authorities. All costs and expenses involved in obtaining the requisite licenses, permissions, sanctions and approval from DGTCP, Haryana, and other concerned authorities shall be borne and paid by the Developer. The bank guarantee for the payment of External Development Charges (EDC) and Internal Development Works (IDW) shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners. It is mutually agreed between the Parties that the Owners shall be liable to pay lumpsum EDC/IDC charges of Rs. 17,50,000/- (Rupees Seventeen Lacs Fifty Thousand Only) before taking physical possession of the Plots of Owners Share.

That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and

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obtaining approvals for developing, promoting the development of the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer. That the entire amount including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owners shall not be responsible for any dues, fees, charges and / or demands in this respect.

The Developer shall be responsible for compliance with all the terms & conditions of license/provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder till the grant of final completion certificate of the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

This Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.

The Developer and the Owners shall jointly apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of Plotted / Additional Plotted Colony over the said Land or any other use as Developer may deem fit as mentioned hereinabove. The Owners shall extend full co-operation and assistance to the Developer in relation to obtaining the aforesaid licenses, permissions, sanctions and approvals. The Developer shall be acting as Developer for the purposes of the Project and shall fulfill all the obligations of DTCP and be responsible for all compliances including all filings under Rule 24, 26, 27 and 28 before DTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

The Owners shall not interfere with or obstruct in any manner with the execution and completion or development work in the Plotted / additional Plotted Colony on the said Land at any point of time in the future.

12. **Transfer/handing over of plots/area to Owners:**

The Owners acknowledge and confirm that the Plots forming part of Owners Share shall be delivered to the Owners or their assigns or nominees, as per the terms of this Agreement, which shall be part and parcel of the plotted/ additional plotted colony being developed by the Developer and neither the Owners nor their assigns or nominees shall be entitled to facilities independent and separate from the facilities that shall be provided to the residents / occupants

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It is further agreed between the Parties herein that if any charges/taxes/cesses is imposed in future, even if with retrospective effect, by the Government of Haryana in respect of Owners Share then the same shall be payable by the Owners till the license is transferred by the Owners to the Developer or its nominee(s).

In case any Plots are allocated to the Owners outside the Owners Land only then the sale deed/conveyance deed of said plots shall be required. Also, if the plots to be allocated to the Owners are allocated on the land other than the Land as mentioned herein, then the sale deed/conveyance deed of the plots opted by the Owners to be retained for their personal use, shall be registered in favour of the Owners at the costs and expenses of the Developers.

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charges towards external development and infrastructure development (Development Charges) as per the terms of the license for development of the Land.

In case EDC/ IDC charges are enhanced or any fresh charges are made applicable by the Government of Haryana in respect of the residential plotted/ additional plotted colony, then the same shall be recovered from the subsequent transferees / buyers of the Plots of the Owners or Owners, as the case may be, and such subsequent transferees / buyers or Owners shall be liable to pay such charges proportionate to the area of each Plot as and when the same shall be demanded by the Developer.

15. **Allotment of Plots/Units forming part of Owners' Share:**

The Developer shall simultaneous to the execution and registration of the Sale Deed of the Land by the Owners in favour of the Developer or its nominee(s), handover the original allotment letter(s) of such number of plots as per their share, to the Owners and the Owners shall be free to transfer any or all the allocated Plots as allotted to the Owners to any third party. The Owners hereby represent and undertake that the Owners or transferee/customer/buyer of their Plot shall be bound by the terms and conditions of the Plot Buyer's Agreement and/or Allotment letter and the Maintenance Agreement which shall be executed between the Developer and the Owners or their transferee/customer/buyer. However, the Developer shall be entitled to levy such charges as deemed fit and proper on the subsequent transfers by the transferee to their subsequent transferees. Any transfer amongst the family members by the Owners shall be treated as a transfer for the purposes of interpreting first transfer under the Agreement. Before taking over the possession of the plots, Owners shall execute the Maintenance Agreement and shall pay the Maintenance Charges to the designated Maintenance Agency.

The Owners acknowledge that subsequent to the receipt of the original allotment letters, the rights, title or interest of the Owners would be restricted only to the specific Plots allocated to the Owners.

The Parties mutually agree that when the Owners shall sell their respective allocated Plots to any third party, such third party shall be entitled to the rights, title and interests in the said Plots and the proportionate share in the land underneath as would be available to any other buyer of a Plot.

The Owners after having received the allotment letters of their respective Plots shall be fully entitled to sell their share of Plots. In lieu of the above, the Owners are issuing a GPA in favour of the Developer or its nominee(s) so that the Developer is not only able to fulfill its other obligations towards the Owners and

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Government authorities but can also execute agreements to sell/sale deeds of the Plots belonging to its share with proportionate rights in the said Land, execute maintenance agreements and also receive full sale consideration from its customers in its own name.

16. **Security Deposit:**

That at the time of execution of this Agreement, the Developer has paid to the Owners, a sum of Rs. 1,00,00,000/- (Rupees One Crore only) per acre towards **non-refundable security deposit as per their respective share of all the Owners**. The Security deposit has been paid by the Developer as per the detail appearing in the **Payment Schedule - III** of this Agreement.

17. **Indemnification:**

That in case the Land or any part thereof now declared to be belonging to the Owners is lost or found wanting on account of any defect in the title of the Owners or right of the Owners to transfer the same or any other person claiming title paramount to the Owners or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owners, the Owners shall be liable for all the damages, losses and costs sustained by the Developer. Accordingly, the Owners agree and undertake to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

The Owners herein further agree to indemnify, defend and hold the Developer and/or its nominee(s) harmless from and against any and all claims, losses, liability or damage (including interests, penalties, costs of preparation and investigation) that it may suffer, sustain, incur or become subject to, arising out of or due to, (a) any inaccuracy of any representation of the Owners as stated in the Agreement; (b) the breach of any warranty of the Owners as given in the Agreement; (c) non-fulfillment of any covenant, undertaking, agreement or other obligation by the Owners under this Agreement; (d) any non-compliance by the Owners with any regulatory requirement or compliance, and (e) any claims from any entity of any nature whatsoever, which may impact the marketability or ability to transfer/ alienate/ sale/ convey a good marketable title by the Developer with respect to the portion of the plotted colony other than what the Developer has agreed to allocate to the Owners as per the terms of the Agreement.

The Owners agree that they shall never deny the factum of this Agreement and shall never revoke any agreement, documents, things which relates to the

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transfer of their possession, rights, title, interest in the said Land and in the event that they have any claims against the Developer or any person who happens to acquire any of the Developed Plots in the said Land, the sole remedy available to the Owners shall be only a claim for monetary damages, which they acknowledge to be sufficient and complete remedy thereto.

18. **Mortgage/Loan:**

That the Developer shall, subsequent to grant of licence for development of the said Land, be fully entitled, empowered and authorized to mortgage and/or create charge over his share of said Land/share after allocation of the Owners Share and the Owners shall sign all papers required for creation of such a charge. The Developer in his own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in him by virtue of irrevocable Power of Attorney issued by the Owners. The Owners are also handing over the original title documents of the Land to the Developer for the purposes of creating a mortgage and obtaining a construction loan facility. The Owners shall guarantee the loan facilities which will be restricted to the Land being mortgaged with lender bank / financial institution. However, the Owner's Share shall be free from all encumbrances, charges, liens etc. at the time of handing over the possession of the same to them. For the said purpose the Owners hereby agree and undertake to give a no-objection certificate to the Developer and execute a special power of attorney in favour of the Developer for availing construction loan by mortgaging the Land. The No Objection Certificate and Special Power of Attorney have been executed by the Owners in favour of the Developer or his nominee.

19. **Taxes & Cesses:**

That all the rates, cesses, taxes and demands due and payable to revenue or any other authority, upto the date of signing of this Agreement, shall be the exclusive responsibility/liability of the Owners. After the date of signing of this Agreement, the same shall be the exclusive responsibility of the Developer till the completion of the Project. Thereafter, the same shall be borne by Owners and Developer of their respective allocation of Plots in the said Land.

That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owners, it is a condition of this Agreement that the work of development and / or completion of the said Project and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owners and / or any other person claiming rights under them.

That the Parties individually shall solely be liable with respect to their respective Income Tax and other fiscal liabilities for their respective shares and / or proceeds thereof under this Agreement.

20. **Developer's Share:**

As per the terms of this Agreement, the Developer shall be entitled to develop, sell and transfer the Plots and other saleable area of the Project/Land (except Owners' Share) approved by the Competent Authority on the said Land. Developer's Share shall mean the area available for development on the said Land less Owner's Share.

The Owners have undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for the transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time after the License is obtained and after Owners Share is allocated in this respect and Developer shall be fully competent to enter into any agreement and accept cheques, pay order, draft, etc. from all such transferees in its own name and shall be fully competent to issue receipts for all such payments received in its own name.

The Owners undertake not to claim any right, title or interest in any area of the plotted/ additional plotted residential colony, other than their share as agreed herein to be developed over the Land or in plotted colony developed by the Developer. The Developer shall be sole beneficiary of all the rights, title and interests with respect to the plotted residential colony other than plots so allotted to the Owners. The Developer shall be within its own rights to transfer any rights, title or interests in any portion of its share in the plotted residential colony to any third party in its sole and absolute discretion.

21. **Advertisement:**

That the Developer shall be solely entitled to advertise the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit. The Developer shall be free to put up sign boards etc. on the said Land or at other places, in any manner and as such it shall be fully entitled to invite prospective buyers/customers to the site.

22. **Maintenance Agreement:**

M/s Countrywide Promoters P

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The plotted residential colony to be developed over the Land shall be maintained by the Developer or its nominee or designated maintenance agency (hereinafter referred to as the "Maintenance Agency"). The transferees of the Owners' Share or the Owners, in the event the plot(s) is/ are being retained by the Owners, agree to enter into a standard maintenance agreement with the Maintenance Agency for all the Plots allocated to the Owners, before the physical possession of the same is handed over to the Owners or their transferees. The Owners or their transferees, as the case may be, shall pay such maintenance charges, fees, security deposits, etc. against the allocated Plots as may be demanded by the Maintenance Agency from time to time.

23. **Plot Buyer's Agreement:**

The Developer simultaneous to the transfer of Land by way of registered sale deed and/or such other documents for effectively transferring the ownership rights in favour of the Developer or its nominee(s), shall hand over the allotment letters and standard plot buyer's agreement to the Owners in respect of the specific plots of various sizes. In case the Owners fail to execute and register the deed or documents for effectively transferring the ownership rights in respect to the Land in favour of the Developer or its appointed nominee(s) or assignee(s), the attorney of the Owners, i.e., the Developer, shall be competent and entitled to execute and register sale deed in respect of the Land on the basis of irrevocable power of attorney(s) executed and registered by the Owners in favour of nominee of the Developer.

24. **Interest-free Refundable Contingency Deposit ("IFRCD")**

The Owners agree and undertake to pay interest-free Refundable Contingency Deposit ("IFRCD") to the Developer/ Maintenance Agency prior to the commencement of construction on the Plots. The IFRCD shall be refunded to the Owners, upon submission of the Occupancy Certificate of the buildings constructed on Plots, post deduction of charges for any destruction/damage to streets/lights or adjoining areas due to construction activity on the Plots.

25. **Club Membership:**

That it has been agreed between the Parties that the Owners shall be entitled to 7 club memberships against their share in the Land i.e. Plots. The names in whose favour the Club Memberships are to be issued shall be decided by the Owners amongst themselves and intimated to the Developer in writing. It is further agreed that the club membership is not transferable and thus, in case any of the Owner ceases to own any Plot in the Project, the club membership shall automatically stand withdrawn. It is also agreed between the Parties that all terms and conditions as applicable to other club members (including monthly

usage charges) shall also be applicable to the Owners qua the 7 Club Membership agreed to be given to them.

It is further agreed that in case of death of any of the Owners in whose favour the Club membership was issued, the same shall be transferred by the Developer in favour of one of the Legal Representative with the consent of all other legal representatives of such deceased Owner, provided the said Legal Representative is allottee of a Plot in the Project.

26. **Electrical Connection and Sewerage Treatment Plant:**

It is agreed between the parties that whenever the Owners would obtain Electrical and Sewerage Treatment Plant Connection, he/ they shall be liable to pay the connection charges as charged from other allottees of the Colony, but shall not pay any infrastructure development charges.

27. **Arbitration:**

This Agreement shall be governed, construed and enforced in accordance with the laws of India and subject to arbitration, the courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Agreement. In case of any dispute, controversy or claim arising out of or relating to this Agreement or in relation to the breach, termination or invalidity thereof, the Parties agree that such dispute, controversy or claim shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any of its amendments. The venue of arbitration shall be Gurugram, Haryana. The arbitral tribunal shall consist of a panel of sole arbitrator, to be mutually agreed by the Parties. In case the Parties fails to appoint sole arbitrator then the same shall be appointed by Hon'ble High Court of Punjab & Haryana, Chandigarh. The arbitration proceedings shall be conducted in English language. The arbitral award given by the arbitral tribunal shall be final and binding on the Parties.

28. **Compliance of the License:**

The Owners shall be bound to comply with all the terms and conditions of licence issued for the development of the Land into a residential plotted/ additional plotted colony and the terms and conditions of the DGTCP in respect of the Land sought to be developed.

29. **Marketing Rights:**

The Developer in its own right and at its sole discretion shall employ dedicated team for the marketing of its share of the plotted residential colony and incur all

expenses with respect to the same from its own resources without any interference from the Owners. The Owners on the other hand shall have exclusive rights to market their allocated Plots as per their shares out of their own expenses and resources. However, as the Developer has substantial resources to market the plots to the prospective buyers through its wide network of agents and means, it can facilitate the marketing of the plots of the Owners, if they so desire. In this respect the Developer shall charge a mutually agreed administration charges at such time from the Owners and the Owners shall execute requisite documents to grant such right to the Developer as and when the Owners desires to market the allocated Plots to its prospective buyers.

30. **Assignment:**

The Owners agree and consent that the Developer may further assign and nominate to any other person the development of the Land and sale of the development rights, as the Developer may in its sole and absolute discretion deem fit and proper. The Owners agree and undertake to execute any further document in favour of such third person as directed by the Developer in this behalf without any demur and protest.

31. **Execution of additional documents:**

The Parties herein agree and undertake to sign and execute all such documents, deeds, power of attorneys, sale deeds, etc. which may be necessary for effectively transferring the allocated Plots in favour of the Owners and for transferring the rights, title and interests in the Land in favour of the Developer.

32. **Miscellaneous:**

The Parties agree and acknowledge that this Agreement does not amount to any partnership or joint venture between the Parties.

33. **Force Majeure:**

This Agreement shall be subject to force majeure and circumstances beyond the reasonable control of the Parties.

"Force Majeure" means each or/and any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:

Handwritten signature: *Naresh Kumar*



Handwritten signature: *Rajesh Kumar*

Handwritten signature: *महेश कुमार*

Handwritten signature: *सुरेश कुमार*

Handwritten signature: *19 July 2017*

Handwritten signature: *Praveen Singh*

- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- b. delay on part of the contractor deployed on the Land in the execution of the work, beyond the reasonable control of the Developer;
- c. explosions or accidents, pandemic, lockdown air crashes and shipwrecks, act of terrorism;
- d. strikes or lock outs, industrial disputes;
- e. the calling into question of the title and possessory rights of the said Land;
- f. non-availability of labour, cement, steel or other construction/raw material for any reasons whatsoever including but not limited to strikes of manufacturers, suppliers, transporters or other intermediaries;
- g. Increase in the cost of the raw materials or commercial impracticability to an extent that the project becomes economically unviable.
- h. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- i. the promulgation of, or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental, statutory authority or tribunal that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- j. any legislation, order or rule or regulation made or issued by the Government or the refusal, delay, withholding, or denial of the grant of necessary approvals/certificates by any other authority in connection with or related to the development over the said Land or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes subject matter of any suit / writ before a competent court, for any reason whatsoever;
- k. any prevailing or future government rule or regulation impeding the fiscal/commercial viability of the project.

34. **Specific Performance:**

The Owners agree that it would be impossible or inadequate to measure and calculate Developer's damages from any breach by the Owners of the terms of this Agreement and more specifically this clause, and that any breach will cause irreparable harm and damage to the Developer. Accordingly, the Owners agree that if they breach any provisions of the Agreement, the Developer shall have, in addition to any other right or remedy available under law or equity, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to seek specific performance of any provision of this Agreement or any agreement in pursuance thereof. The Owners further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.



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4
Gyan Prakash
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That as per the mutual consent of the parties and in terms of this Agreement, on receipt and acknowledgment of the allocation of Plots through Allotment Letters, the Owners shall accept the same to be final and binding in all respects, shall admit and undertake that the rights, title and interest pertaining to the said Land shall also stand transferred in favour of the Developer and the Owners shall cease to have any title or ownership rights over the Land. The Developer subsequent to allocating the respective Plots to the Owners shall be performing their part of fulfilling all the obligations and understanding in terms of the Agreement, for all purposes, and therefore, by virtue of this Agreement only, all the rights, title and interest of the Owners, in respect of the Land and those accruing out of the Agreement shall be deemed to be transferred in favour of the Developer for all the future purposes. Further, it is the inherent condition of this Agreement, that subject to fulfillment of the obligations of the Developer as stipulated in this Agreement, the Developer shall have every right to get the Land transferred/conveyed in its favour by virtue of this Agreement only and/or through the GPA executed and registered in this respect without making any reference or taking consent from the Owners and the Owners shall not object to the same in any manner whatsoever.

The Parties hereby acknowledge that the Developer and the Owners are independent entities and have negotiated this Agreement as such. Neither of the Parties shall have the authority to bind the other in any respect, except insofar as provided in this Agreement, and are personally and solely responsible/liable for their actions and those of their agents or employees.

35. This Agreement is non-terminable except with mutual consent and non-assignable by the Owners to any third party and for the removal of doubt the Owners can only exercise any rights and obligations that they have against the Developer jointly and not severally.

36. REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- (a) The Owners have read carefully the terms of this Agreement.
- (b) The Owners have been informed by the terms of this document that Owners may have this document reviewed by Owners' own attorneys.
- (c) (i) Owners have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of executing this Agreement; (ii) have carefully read each and every clause of this Agreement and knows and understands the contents thereof; and (iii) have made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as they deems necessary or desirable.
- (d) The Owners were given reasonable time in which to consider this Agreement.

M/s Courtney Estates Pvt. Ltd.

- (e) The Owners entered into this Agreement voluntarily and without compulsion of any kind.
- (f) The Owners shall be entirely responsible for payment of income tax or any other personal taxes as may be applicable with regard to the sale of Owners' allocation and/ or and the sale proceeds received by the Owners thereof.
- (g) The Owners have examined all the above mentioned documents, as provided by the developer.
- (h) The Owners agree that in case the Land or any part thereof is ever notified for acquisition by the State Govt. either for development of sector roads or for development of green belt or for any public use or for any reason whatsoever, then, the Owners assures and warrants that they shall not take any compensation from the Government of Haryana or any other authority and further they shall not take any action in this regard without the consent of the developer. The Owners further represent and warrant that they shall immediately inform and/or provide such communication, letters, notices etc. to the Developer and the Developer shall be fully competent for taking such legal action as may be deemed fit to secure the best interest of the Parties and the project as well.
- (i) The Owners represent and warrant that they shall never create any encumbrance or charge of any kind whatsoever, during the subsistence of the present Collaboration Agreement over the Land and shall keep the title clean and marketable for all purposes.
- (j) The Owners shall sign all requisite letters, undertaking(s) and related documents pertaining to development of the Land and render all possible cooperation to the Developer to procure such permissions as may be required.
- (k) The Owners represent and warrant that they shall be bound to comply with the terms and conditions of the License and in case they fail to comply with the same at any point of Development of the Project, then they shall be jointly and severally liable for the consequence arising therefrom and shall indemnify the Developer against any penal consequences and/or monetary loss caused to the Developer on account of such breach, if any.
- (l) The Owners have executed irrevocable power of attorneys for the specified purposes as mentioned hereinabove. In this regard, the Owners represent, warrants and undertake that they shall never revoke the said power of attorneys until the sale deed or such other document is executed for transferring of rights, title and interest in the Land in favour of the Developer.
- (m) The Owners represent and warrant that all the development or government charges and payments as payable in terms of this Agreement to the Developer shall be duly paid/deposited by the Owners.
- (n) The Owners hereby undertake and warrant that upon receipt of the original allotment letter by them, the Developer is fully entitled to get the said Land or any part thereof, registered either in its favour or any other party/person nominated by the Developer, without any further reference to the Owners on the basis of the aforementioned registered GPA and / or this Agreement and the Owners shall have no objection to the same and the Owners shall provide all assistance and documents as may be required by the Developer in order to fulfill their obligation under this clause.

prohinder
राजेश सिंह

राजेश सिंह
Noreen Kaur



RTI (10/01)
राजेश

अनुराग
अनुराग

राजेश सिंह

M/s

22 Subjit

Gyan Prakash
Fairness Singh

- (o) That the Owners and Developer 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 between them of their own free will without any coercion or third party influence and after its contents have been read over and explained to the Owners in vernacular language.
- (p) Except as otherwise agreed to by the Parties in writing, each Owner shall be jointly and severally responsible to the Developer for failure to comply with, and each Owner guarantees the compliance with, all such applicable responsibilities and obligations, restrictions and limitations in accordance with the terms and conditions of this Agreement. Further, it is clarified that the rights and responsibilities accruing to the Developer under this Agreement shall not be affected in any manner by reason of inter-se dispute amongst the Owners and/ or failure on the part of the Owners to comply with terms and conditions of this Agreement.

37. REPRESENTATIONS AND WARRANTIES BY THE DEVELOPER

- (a) The Developer represents and warrants that they shall develop, the said Land at its costs, expenses and resources after procuring the requisite permissions, sanctions and approvals from all competent authorities and shall arrange all resources as regards the entire cost and expenses to be incurred in the completion of the said Project and further shall abide by all the rules and guidelines laid in this regard by the concerned departments and authorities.

M. Chander Singh
राजबिर सिंह

- (b) The Developer represents and warrants that the Bank Guarantee, for the payment of External Development Charges and Internal Development Works shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.

- (c) The Developer represents and warrants that they shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses for developing the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.

राजबिर सिंह
Narain Kumar

- (d) The Developer represents and warrants that the Owners' Share shall be free from all sort of encumbrances, charge, lien etc. at the time of handing over the possession of the same to the Owners in case Developer in his own rights creates charge and/or mortgage over the said Land on the basis of powers vested in him by virtue of irrevocable Power of Attorney issued in favour of it or its nominees.

राजबिर सिंह
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- (e) The Developer represents and warrants that all the rates, cesses, taxes and demands due and payable to Revenue or any other authority from the date of signing of this Agreement, shall be their exclusive responsibility/liability till the allotment of owners' share in favour of the Owners. Thereafter, the

राजबिर सिंह
24/09/2018

राजबिर सिंह

23/10/2018

राजबिर सिंह
Jai Singh

same shall be borne by Owners and Developer jointly in the proportion of their respective shares in the said Land.

- (f) The Developer represents and warrants that all costs of stamping, engrossing, and registration of this Agreement or any future agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
- (g) The Developer represents and warrants that they shall at all times during the currency of this Agreement and also till the completion of this project keep the Owners indemnified from any acts of omission or commission which is detrimental to the interests of the Owners.

38. ENTIRE AGREEMENT

This Agreement constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter and supersedes all prior agreements between the Parties with respect to its subject matter. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

39. BINDING EFFECT

Mohinder Singh
राजेश शर्मा

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns and the legal heirs-in-interest.

40. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

राजेश शर्मा
Narain Kumar

41. NOC FOR MERGER/DE-MERGER/RE-ORGANIZATION EXERCISE

The Developer is in the process of merger/de-merger/re-organization exercise along with its parent/ subsidiary /sister/associate/other companies and the Owners confirm that they have no objection to the scheme of merger/de-merger/re-organization etc., and the Owners shall not raise any claim or objection in this regard even if the consequence of such merger/demerger is the change in constitution or change in the shareholding pattern or directors.

राजेश शर्मा
Rajesh Kumar
दात

राजेश शर्मा
21/09/15

राजेश शर्मा

M/s. Ganga Prakashan Pvt. Ltd.

Subject
24

Gyan Prakash
Jai Veer Singh

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

Mohinder Singh

RTI
Gurugram

(OWNERS)

शिव कुमार

Narinder Kumar

(DEVELOPER)

Through Authorized Signatory

राजीव कुमार

WITNESSES:

1. Kanwal Singh
Name: KANWAL SINGH S/O Sh.
Address: BABA, Gurugram

2. Rajeev Kumar S/O Sh. Nandha Ram
Address: Raj Mahipal pur
New Delhi

Drafted by Sh. Shiv Kumar Singh
Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram
7/12/23



46

SCHEDULE-I

DESCRIPTION OF LAND

Land admeasuring 2.20625 acres (17 Kanal 13 Marla) situated in village Kherki Majra, Sector 102, Sub-tehsil Kadipur and District Gurugram, Haryana

Land Owner	Khewat No.	Khatoni No.	Area in Acres	Rect. No.	Killa No.	Kanal	Marla
Mohinder Singh (1/7 share) – ;	217	272	1.70625	59	10	8	0
Ranbir Singh (1/7 share) – ;	221	276	0.50000	54	11/1	5	13
Satyawan @Satyawan Kataria (1/7 share)–;					23/1	4	0
Chanderbhan (1/7 share);							
Surender Pal (1/7 share) All							
Ss/o Risal Singh S/o Khema and							
Santra Devi (1/28 share)wd/o of							
Ram Chander S/o Risal Singh;							
Gyan Parkash (1/28 share); Jaivir							
Singh (1/28 share); Jasbir Singh (1/28							
share); all ss/o of Ram Chander S/o							
Risal Singh; Narender Pal (1/14 share);							
Naresh Kumar (1/14 share) both ss/o							
Sunder Lal S/o Risal Singh							
Total			2.20625			17	13

महेश कुमार
Naresh Kumar



RTI/10/11/11
दस्तावेज

सुरेश पांडे

मल्लिकार्जुन

Jaiveersingh

26 July 2011

Authorized Signatory

Gyan Parkash

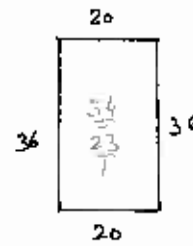


SCHEDULE - II

DEMARCATON OF THE LAND

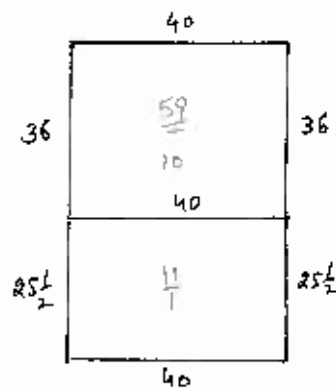
अक ३१ विपरीत मोता जेइको मावरा,
गुंरुशाम

उत्तर



पुर्व

पश्चिम



Mphendal Singh

रसा विरोध है

रुद्र पाट

मन्दावन

दि. १०/१

नरेश कुमार
Nareesh Kumar

अक ३१

Handwritten signature and text, possibly "Handwritten" and "20/10/11".

Handwritten signature and text, possibly "R. P. Singh" and "R. P. Singh".

Handwritten signature and text, possibly "Gyan Prakash" and "Gyan Prakash".

Handwritten signature, possibly "Faiyaz Singh".

Payment Schedule – III

Sr no.	Name	Area in Marlas	Payable amount	Cheque No.	Issues by
1	Mohinder Singh	50.42857143	31,20,268/-	643467	IndusInd Bank, Delhi
2	Ranbir Singh	50.42857143	31,20,268/-	643468	IndusInd Bank, Delhi
3	Satyawan Kataria	50.42857143	31,20,268/-	643469	IndusInd Bank, Delhi
4	Chanderbhan	50.42857143	31,20,268/-	643470	IndusInd Bank, Delhi
5	Surender Pal	50.42857143	31,20,268/-	643471	IndusInd Bank, Delhi
6	Santra Devi	12.60714286	7,80,087/-	643472	IndusInd Bank, Delhi
7	GyanParkash	12.60714286	7,80,087/-	643473	IndusInd Bank, Delhi
8	Jaivir Singh	12.60714286	7,80,087/-	643474	IndusInd Bank, Delhi
9	Jasbir Singh	12.60714286	7,80,087/-	643475	IndusInd Bank, Delhi
10	Narender Pal	25.21428571	15,60,134/-	643417	IndusInd Bank, Delhi
11	Naresh Kumar	25.21428571	15,60,134/-	643418	IndusInd Bank, Delhi
	Total	353 Marla			

Note:- Above payment issued after deducting 1% TDS

Mohinder Singh
रानी बिर सिंह

Naresh Kumar

25.21428571
पंडित
महेश्वर

RTI
Gyan Parkash

Authorized

28
Jaivir Singh





Certificate No. GOW2023E1586



Stamp Duty Paid : ₹ 1548750

GRN No. 102871138



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Bijender seharawat Jiender seharawat

H.No/Floor : 48

Sector/Ward : 17a

LandMark : Sukhrali

City/Village : Sukhrali

District : Gurugram

State : Haryana

Phone : 99*****75

Others : Bijender seharawat and jitender seharawat

**Buyer / Second Party Detail**

Name : Countrywide promoters pvt ltd

H.No/Floor : O/14/3f

Sector/Ward : 76

LandMark : Next door bptp parklands

City/Village: Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Collaboration Agreement

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**

Village	:	Dhankot
Sub-Tehsil	:	Kadipur
District	:	Gurugram
Area	:	20 Kanal 13 Marla OR 2.58125 Acres
Transaction	:	NIL
Stamp Duty	:	18,58,500/- (1548750 + 309750)
Certificate No.	:	GOW2023E1586 / GOM2023F2086
GRN no.	:	102871138 / 103817391
Registration fee	:	50010/-

प्रलेख न:3551

दिनांक:14-06-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर धनकोट

धन संबंधी विवरण

राशि 92925000 रुपये

स्टाम्प ड्यूटी की राशि 1858500 रुपये

स्टाम्प नं : GOW2023F1586

स्टाम्प की राशि 1548750 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:102871883

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प:
GOM2023F2086

डेफिशियेंसी Grnno: 103817391

डेफिशियेंसी शुल्क: 309750

Drafted By: SHIV KUMAR ADV

Service Charge:0

यह प्रलेख आज दिनांक 14-06-2023 दिन बुधवार समय 4:34:00 PM बजे श्री/श्रीमती /कुमारी

BUENDER SEHRAWAT पुत्र MAHENDER SINGH JITENDER SEHRAWAT पुत्र MAHENDER SINGH निवास SAME
द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

BUENDER SEHRAWAT JITENDER SEHRAWAT

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी COUNTRYWIDE PROMOTERS PVT LTD thru INDERJEETOTHAR हाजिर हैं।

प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR ADV पिता NATHU
SINGH निवासी ADV GGM व श्री/श्रीमती /कुमारी PREM SINGH पिता MOHAN LAL

निवासी FARIDABAD ने की।

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

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)



Certificate No. GOM2023F2086

Stamp Duty Paid : ₹ 309750
(Rs. Only)

GRN No. 103817391



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Bijender seharawat Jiender seharawat

H.No/Floor : 48

Sector/Ward : 17a

LandMark : Sukhrali

City/Village : Sukhrali

District : Gurugram

State : Haryana

Phone: 99*****75

Others : Bijender seharawat and Jiender seharawat

**Buyer / Second Party Detail**

Name : Countrywide promoters pvt ltd

H.No/Floor : Ot/14/3f

Sector/Ward : 76

LandMark : Next door parklands

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Deficiency Stamp Duty of Collaboration Agreement

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>**COLLABORATION AGREEMENT**

This Collaboration Agreement, together with all annexure and schedule is entered into on this 14th day of June, 2023 at Gurugram, Haryana ("Collaboration Agreement" or "Agreement").

BETWEEN

Sh. Bijender Sehrawat (Aadhaar No. 2541 9527 1628) and Jitender Sehrawat (Aadhaar No. 4433 0079 3057) both Son of Mahender Singh @ Mahender Singh Seharawat, both residents House No. 579, Mata Wali Gali, Near Badi Chaupal, Village Sukhrali, Tehsil & District Gurugram, Haryana (hereinafter jointly referred to as the "Owners") (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include them, their heirs, successors, and permitted assignees and/or nominees) of the ONE PART

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at OT-14, Third Floor, Next Door Parklands, Sector-76, Faridabad, Haryana-121004 acting through its Authorized Representative Mr. Inderjeet duly authorized vide Board Resolution dated 14.04.2023 (hereinafter referred to as the "DEVELOPER") (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the SECOND PART.



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- BIJENDER SEHRAWAT JITENDER SEHRAWAT

दावेदार :- thru INDERJEET OTHERCOUNTRYWIDE PROMOTERS PVT LTD

गवाह 1 :- SHIV KUMAR ADV

गवाह 2 :- PREM SINGH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3551 आज दिनांक 14-06-2023 को बही नं 1 जिल्द नं 271 के पृष्ठ नं 152.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1868 के पृष्ठ संख्या 38 से 41 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 14-06-2023

उप/संयुक्त पंजीयन अधिकारी(कादीपुर)

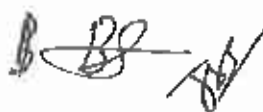
The Owners and the Developer are hereinafter collectively referred to as the Parties and individually as the Party.

WHEREAS:

- a. The Owners represent and confirm that they are the actual, absolute and legal Owners and are in actual, vacant and peaceful physical possession of the land admeasuring 2.58125 Acres vide Khewat No. 35, Khatauni No.36, Rectangle No. 57, Kila No. 1/1(3-4), 10/2(2-19), Rectangle No. 58, Kila No. 5/2(4-18), 6/1(7-11), 7/1(1-0), Total Kita 5, i.e. 19 Kanal 12 Marla and in Khewat No. 39, Khatauni No. 40, Rectangle No. 57, Kila No. 9/3(0-3), 10/3(0-9), Rectangle No. 58, Kila No. 6/2(0-9), Kita 3, i.e. 1 Kanal 1 Marla. Therefore from all the khewats total land admeasuring 20 kanal 13 marla vide transfer deed bearing no. 8673 dated 16.12.2021 and Mutation No. 6811 vide Jamabandi for the year 2020-21 situated within the revenue estate of village Dhankot, Sub Tehsil Kadipur and District Gurugram, (hereinafter referred to as the "Land"). The revenue records of the Land are attached herewith as **Schedule I** and the location drawing along with demarcation of the Land is shown in red colour and the same is attached herewith as **Schedule II**.
- b. The Owners further confirm and represent that they have absolute and marketable right, title and interest in the Land and the same is free from all claim(s), charge(s), lien(s), disputes, adjustment(s), liability(s), litigation(s), notifications under the Land Acquisition Act, 1894 or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any encumbrance of whatever kind over the Land and the Land is eligible for grant of license to be developed as a residential plotted colony under the relevant laws of the State of Haryana without any impediment of any nature.
- c. The Developer has represented that it is a developer of repute and holds sufficient expertise in the development of residential plotted colonies and has developed various projects in Gurgaon and is in process of developing a plotted colony in Sector 102, Gurgaon after receiving all the government approvals.
- d. The Owners are now desirous of developing the Land into residential plotted colony/additional plotted colony on such terms and conditions as mutually agreed between the parties herein. It has been agreed between the parties that this Collaboration Agreement is for the development of the land for plotted/ additional plotted colony after seeking appropriate licence from Director General, Town and Country Planning, Haryana (DGTCP) on the basis of representations given hereinabove by the Owners.
- e. The Owners have approached the Developer to carry out the development of a plotted colony/additional plotted colony over the said Land ("Project") and the Developer has agreed to the same, hence this agreement is mutually entered and executed between the said Owners and Developer on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. References, Terms, Expressions and Phrases:



- 1.1 Reference to the Agreement or any other instrument is a reference to this Agreement or that other instrument as amended, varied, novated or substituted in writing from time to time.
- 1.2 The headings in the Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 1.3 References to recitals, clauses, schedules, annexures and appendices are references to recitals, clauses, schedules, annexures and appendices of and to the Agreement, and all of them shall form an integral part of the same.
- 1.4 Reference to any statute or statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted.
- 1.5 Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms, partnership, institutions, companies and bodies corporate whether incorporated or unincorporated.
- 1.6 Save and except to the extent any reference, term, expression or phrase is separately defined in the Agreement or where the context in which such reference, term, expression or phrase is used does not warrant or permit such construction or interpretation, references, terms, expressions or phrases used in the Agreement shall have the same meaning as assigned to them/ it in the Collaboration Agreement.

2. **Ownership:**

The Owners represent that they are the actual, absolute, legal owner in actual, vacant and peaceful physical possession of the Land admeasuring 2.58125 Acres falling in the revenue estate of village Dhankot, Tehsil and District Gurugram(*more particularly defined herein above*). The Owners further represent and confirm that the Land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, unauthorized occupation, notifications, claims and litigations whatsoever and it shall be the sole responsibility and liability of the Owners to keep the Land free from all sorts of aforesaid encumbrances for all times.

3. **Acquisition Proceeding:**

The Owners assure and represent that neither any part of the Land has been acquired nor any acquisition proceedings has been initiated in respect of the Land till date and the same is owned and possessed by them without having any third party claims of whatsoever nature, over the same. The Owners further represent that in case the said Land or any part thereof is ever notified for acquisition, either for the development of Sector Road or for any other purpose, by the Government of Haryana or any other authority, then the Developer shall be fully competent for taking such legal action as may be deemed fit by them and the Owners undertake, not to take any action or accept any compensation from the Government of Haryana or any other authority in this regard without the written consent of the Developer. The Owners shall execute an irrevocable special power of attorney for this purpose.

4. **Possession:**

That Owners simultaneous to the execution of this Collaboration Agreement have handed over the actual, physical, vacant, peaceful and exclusive possession of the said Land to the Developer for all intent and purpose of this Collaboration Agreement



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and further agrees that the Owners shall not reclaim the possession thereafter however it has been agreed that in case if the Developer fails to obtain the LOI within the period of 12 months plus six (6) months as grace period from signing of the present Collaboration Agreement, possession of the Land will automatically revert back to the Owners.

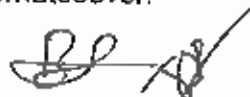
That subsequent to the execution of this Collaboration Agreement, the Owners have in accordance with the terms and conditions hereof, permitted the Developer to enter upon the Land directly and/or through its agent, architects, consultants, representatives, contractors, for the survey, design and development of the Project in accordance with the applicable laws and terms of this Collaboration Agreement for the development of residential plotted colony and for this purpose to further take measurements, carry out planning exercise and to do, cause to do all acts and deeds required and/or necessary for obtaining all the requisite licences, approvals, permissions and sanctions from the relevant authorities.

5. **Power of Attorney(s):**

Simultaneous to signing of this Agreement, the Owners have executed and registered irrevocable General Power of Attorney (hereinafter referred to as the "GPA") in favour of the Developer or its nominee(s), authorizing and empowering the Developer or its nominee(s) to sell, transfer and convey by any manner and means the Developer's or its nominee's share of the Plots and developments thereon, to receive the sale consideration thereto and to sign and execute any agreements, sale/conveyance deeds, deeds generally, instruments, etc., giving effect to such transfer in full or in parts as well as to deal with the common areas and facilities on the said Land in any manner it may deem fit and proper. The Owners have also executed an irrevocable registered special power of attorney in favour of the nominee of the Developer i.e. Mr. Inderjeet hereinafter referred to as the "SPA") for the purpose of including but not limited to (1) seeking License from DGTCP, HUDA, Conversion of Land Use And for release of Land from Acquisition proceedings, (2) submission and approval of drawings on behalf of the Owners for development and construction and (3) for representing the Owners before all judicial and quasi-judicial forums, authorities, HRERA, HSVP, courts, tribunals, in the matters pertaining to the Land, acquisition claims and to engage Advocates etc. to appear for and on behalf of the Developer.

The GPA and SPA so executed and provided by the Owners also authorises the Developer or its nominee(s) to apply and seek registration of the Project with HRERA and also to apply and open the bank accounts in the name of the Developer or its nominee (s) as required under the Rules and Byelaws of HRERA or otherwise.

The Owners further agree to execute any other document, deed or agreement or do any act or thing required by the Developer to comply with the obligations set out in this Agreement and more specifically in this clause, as also to strengthen and confirm the rights, title and interest of the Developer in the said Land including by executing any transfer or conveyance document as may be required by the Developer. Further, the Owners fully understand and acknowledge that huge investments shall be made by the Developer based on the assurances, commitments and contractual obligations undertaken by the Owners. The Owners also understand that the Developer by placing reliance on such commitments and representations of the Owners, has given/ will give further commitments to its customers / government authorities. Hence the Owners undertake and warrant that the GPA/SPA executed in favour of the Developer shall remain in force at all times and shall never be revoked or superseded for any reason whatsoever.



6. **Authorization:**

The Owners hereby appoints the Developer or any person duly authorized by the Developer in the Developer's sole discretion, as their attorney who shall be acting for and on behalf of the Owners, to do all acts that are necessary to give effect to the terms and conditions of this Agreement and to do the following in particular:-

- i. To represent before any officer, authority, State/Central Government or local body including but not limited to DGTCP/HSVP/HRERA/Urban Estate Department/Environment and Forest Departments/Mining Department/AAI/Fire Department, Haryana Renewable Energy Development Authority (HAREDA) or any other authority/office of the Government of Haryana, Municipal Council / Local Body under Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963; Haryana Development and Regulation of Urban Areas Act, 1975, the various rules made there under for the various purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, give Bank Guarantees, as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc. engage advocates for the purpose of appearing and pleading, which may be connected and / or concerned with the development of the Land in terms of this Agreement, or for any matter incidental thereto.
- ii. To apply for and to get the all necessary approvals from HRERA and open bank accounts in the name of the Developer or its nominee (s) as required under HRERA rules and byelaws or otherwise.
- iii. To apply for and to get the approval of demarcation plan, zoning plan, building plans, and to carry out any construction, addition, alteration or compounding of irregularities, if any, and for that purpose to deposit the requisite fees, security deposits, bank guarantees, earnest money and such other deposits as are required by the Government Authority (ies) for sanctioning the plans and to receive the plans duly sanctioned from such Authorities.
- iv. To apply for and to get the approval of service plan estimates, Occupation Certificate, Completion Certificate in respect of the developments on the Land and for the said purpose remove all objections therefrom and do all such acts as may be necessary for the said purposes under his own signatures.
- v. To apply for and to have all requisite licences and approvals transferred in the name of the Developer.
- vi. To book/allot/sell Plots and enter into binding contracts by executing Agreements to Sell/Plot buyers agreement and also to transfer the Plots by executing conveyance deeds/sale deeds along with proportionate right in the land underneath and to receive the entire sale consideration in its own name and for its own benefit and shall also issue receipts against receipt of payments / part payments and to transfer the amenities, facilities, community buildings and convenience stores, commercial space etc. in favour of such persons as it may deem fit and receive sale consideration in its name against the sale and also receive other incidental charges as may be more particularly mentioned in the Application form / any other agreements.



- vii. To commence or institute or defend or respond to on behalf of the Owners before any court in India and/or any governmental authority, directorate, forum, quasi-judicial authority, police authority, tribunal/administrative or departmental authority any notice, summons, suit, writ, injunction, investigation, criminal proceedings or other legal actions or proceedings related to the Land.
- viii. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest and lien thereby creating third party right, title and interest over the Land and construction thereon including execution of sale deed of Plots developed over the Land, and present the same for registration before appropriate authority including Sub-Registrar's Office and do all such acts, deeds or things to ensure due execution of the same.
- ix. To execute Plot Buyer Agreements or any other document with the prospective purchasers or execute Deed of Declaration with respect to the building constructed thereon over the Land and to receive the payments either in full or in part in its own name and give receipts thereof in its own name, as the Developer attorney may deem fit and proper.
- x. To execute and register the Conveyance Deed of Plots in favour of prospective purchasers, and to issue payment receipt against the amounts paid by purchasers in respect of the developers share.
- xi. The Owners hereby declare that all acts, deeds and things executed or performed under or by virtue of the above presents by the Developer and/or its nominee(s) as attorney, shall be binding on them and ratified as requested by the Developer.
- xii. The Owners hereby represent and undertake that all the acts, deeds and things executed or performed pursuant to the this Agreement or any document in pursuance thereof shall be fully binding on them and be duly ratified, wherever necessary, on being demanded by the Developer, without any objection whatsoever.

7. **Registration of Collaboration Agreement:**

The Owners hereby undertake to be present before the Sub Registrar, Gurgaon for registration of this Agreement and the GPA/SPA simultaneous to their execution. However, all the expenses to be incurred for the registration of this Agreement and the GPA / SPA shall be borne by the Developer without claiming any cost or expenses from the Owners.

8. **License Application:**

- (a) That the Developer shall apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of the Land into a residential plotted / additional plotted colony. The Developer shall bear all the expenses to be incurred as licence fees, which includes any Bank Guarantee to be furnished as may be required for making such application to DGTCP. The Developer shall file the layout plan and shall be fully authorised and empowered to make such additions and alterations in the layout plan as may be required in its absolute discretion. The Parties herein agree that if there are any conditions imposed in the Letter of Intent (LOI), as may be granted by DGTCP in due course, then the Parties herein shall comply with the same within



the stipulated time period. However, all the licences, permissions, sanctions and approvals in respect of the Land shall be applied and obtained in the names of the Owners and the Developer shall be mentioned as the developer of the Land.

- (b) The Developer shall make all sincere efforts to receive LOI within 12 (Twelve) months (with additional 6 month grace period) from the execution of this Agreement and/or Government deciding to grant license to private individuals. However, if for any reason, subject to reasons beyond the reasonable control of the Developer and *Force Majeure*, the Developer fails to get the LOI within specified time despite all its diligent efforts. This Agreement shall stand cancelled automatically and the Developer shall be left with no right as regard to the present agreement. The security deposit paid by the Developer would be deemed to be non-refundable for all purposes.
- (c) The Parties agree and acknowledge that upon the grant of LOI, the Owners shall immediately execute Sale Deed of the land, forming part of the 24 meter wide road of the Project which is part of the Land, in favour of the Developer. However, no additional consideration shall be payable to the Owners in respect of the Land agreed to be sold, which falls under 24 meters wide road of the Project. At the same time, the Developer shall share the tentative allocation of plots falling in the Owners share.
- (d) That the Owners shall be bound to comply with all the terms and conditions of License and the terms and conditions of the DGTCP in respect of the Land sought to be developed and the Developer shall be free to transfer its share in area to any third party.

9. **FLOOR AREA RATIO (FAR):**

It has been agreed between the Parties that against the area of Land acquired for development of Roads/Green Belt, the permissible FSI/FAR/TDR granted by the Government of Haryana, shall be utilized by the Developer only and the Owners shall not claim any such FSI/FAR/TDR, however at the same time, allocation of the Owner's share shall be as per the Land which is the subject matter of the present collaboration.

10. **FIXED CONSIDERATION:**

As a fixed consideration for the Owners for (a) providing the Land to the Developer, to develop and construct thereon the Project on the terms and condition of this Agreement; (b) providing absolute right to the Developer to sell the Plots and other saleable area of the Project/Land (other than Owners Share) and to market the same, to prospective buyer(s) as provided for herein; and (c) conveying and transferring, in the manner provided hereinafter in this Agreement their rights and interest in the Project, it is agreed between the Parties that the Owners shall be jointly entitled to 3500 sq. yards share in the Project (*Residential Plots only*) i.e. 1355 sq. yards for each acre of the Land ("Owners Share"). It is further agreed between the Parties that the Developer shall allocate Plots to the Owners upon grant of License and approval of layout plan. The Developer shall issue Allotment Letters to the Owners towards their share specifying the Plot numbers being allocated to them i.e. to make the confirmation of tentative allocation as referred in Clause 8 herein above.



It is also agreed between Parties that, simultaneous to the allocation of Owners Share by the Developer, the Owners shall execute and register the Sale Deed of the Land in favour of the Developer without any other or further consideration.

Further, the Developer has already paid security deposit of Rs. 1,29,06,250/- (Rupees One Crore Twenty-nine Lakh Six Thousand Two Hundred Fifty Only) vide cheque no. 587094 dated 23.03.2013 (under the previously executed collaboration agreement dated 22.03.2013 duly registered as document no. 29946 dated 22.03.2013) to Sh. Mahender Singh Sehrawat (Father of the Owners), the receipt of which is hereby admitted by the Owners and said security deposit shall be deemed to be part of the Security Deposit paid under the present Collaboration Agreement.

It has been well understood and undertaken by the Owners, that other than the entitlement of above said Owner Share, in yardage, the Owners shall not claim any right, title or interest over the remaining area of Land against which the License shall be granted. The Developer shall, within its own rights, be absolutely entitled to sell, alienate, discharge, allocate, receive consideration and do all other necessary acts, against all the rights, title or interest accrued over the remaining area of Land by virtue of this Agreement and the GPA/SPA.

It has been further agreed and confirmed by the Owners that the area of plots so allotted by the Developer shall tentatively range from 180 to 350 Sq. Yards (Approx). It has been further agreed between the parties that the allotment of plots shall be in proportion with respect to the size, area and location between the Developers and Land Owners.

11. Development

That the Developer shall develop residential plotted/additional plotted colony over the Land at its costs, expenses and resources after procuring the requisite licenses, permissions, sanctions and approvals from all the competent authorities. All costs and expenses involved in obtaining the requisite licenses, permissions, sanctions and approval from DGTCP, Haryana, and other concerned authorities shall be borne and paid by the Developer. The bank guarantee for the payment of External Development Charges (EDC) and Internal Development Works (IDW) shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners. It is mutually agreed between the parties herein that with respect to plots allotted to the Owners from their share and retained by them for self-use, not exceeding 1750 sq. yd., no EDC/IDC charges shall be charged from the Owners. However, the Owners agree that for such plots from the Owners Share exceeding 1750 sq. yd., irrespective of whether the Owners sell or allocate to their prospective customers/buyers or retains themselves, EDC/IDC charges or any other applicable charges, shall be charged from the Owners or such prospective buyers at the same rate as are charged by the Developer from its own customers, payable by the Owners. It is agreed between the Parties that the allocation of Plots forming part of remaining area of Owner allocation i.e. 1750 square yards, shall be subject to the payment of EDC/IDC as per the prevailing rate by the Owners to the Developer and shall be paid before the sale of such plots to any third party.

That the Developer shall provide photocopies of sanctioned plans to the Owners. The Owners' share shall be allocated on the receipt of the plans. That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting the



development of the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer. The entire amount including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owners shall not be responsible for any dues, fees, charges and / or demands in this respect.

That the Developer shall be responsible for compliance with all terms & conditions of license/provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

That this Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.

That the Developer and the Owners shall jointly apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of Project over the said Land or any other use as the Developer may deem fit as mentioned hereinabove. The Owners shall extend full co-operation and assistance to the Developer in relation to obtaining the aforesaid licenses, permissions, sanctions and approvals. The Developer shall be acting on behalf of the Owners for the purposes of the Project and shall fulfill all obligations of DTCP and be responsible for all compliances including all filings under Rule 24, 26, 27 and 28 in DTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016.

That the Owners shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Project on the said Land at any point of time in the future.

12. **Transfer/handing over of plots/area to Owners:**

The Owners acknowledge and confirm that the Plots forming part of Owners Share will be delivered to the Owners or their assigns or nominees, as per the terms of this Agreement, which shall be part and parcel of the plotted / additional plotted colony being developed by the Developer and neither the Owners nor their assigns or nominees shall be entitled to facilities independent and separate from the facilities that will be provided to the residents / occupants of the plotted colony being developed by the Developer over the Land.

It is further agreed between the Parties herein that if any charges/taxes/cesses is imposed in future, even if with retrospective effect, by the Government of Haryana then the same shall be payable by the Owners till the license is transferred by the Owners to the Developer or its nominee(s).

The possession of the developed plots is agreed to be handed over to the Owners within a period of 3 months from the date of grant of the zoning plan.

In case the Plots are not allocated out of the Owners Land only then the sale deed/conveyance deed of said plots shall be required. If the plots to be allocated to the Owners are allocated on the land other than the Land as mentioned herein, then the sale deed/conveyance deed of the plots opted by the Owners to be retained for



their personal use, shall be registered in favour of the Owners at the costs and expenses of the Developer.

13. **Transfer of Owners' Land:**

That the Parties herein agree that simultaneous to the allocation of Owners Share by the Developer, the Owners shall sign all such documents as may be required for transfer of the Land by way of registered sale deed and/or such other documents effecting the transfer of the Land as falling in share of the Developer, or any part thereof, in favour of the Developer or its nominee(s), which may include the intending Buyer(s) and the Owners shall sign all such documents without any demur or protest. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by its intending buyer(s). However, the Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of its share in the property on the basis of GPA executed and duly registered, in favour of the Developer's nominee. The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owners. The Developer shall enforce the execution of the sale deed/transfer deed in its favour to complete the chain of transactions contemplated herein this Agreement.

14. **Development Charges/Government Charges:**

Subsequent to the grant of license over the Land by the Government of Haryana, the Developer shall have the obligation to pay the government charges towards external development and infrastructure development (Development Charges) as per the terms of the license for development of the Land. In case the Owners prefer to sell their allocated developed plots / units. The said Development Charges shall be recoverable from their prospective customers/buyers by the Developer in accordance with the terms as described hereinabove.

Further, in case the aforementioned charges are enhanced or any fresh charges are made applicable by the Government of Haryana in respect of the residential plotted colony, then the same shall be recovered from the subsequent transferees / buyers of the Plots of the Owners or Owners, as the case may be and such subsequent transferees / buyers or Owners shall be liable to pay such charges proportionate to the area of each Plot as and when the same will be demanded by the Developer.

15. **Allotment of Plots/Units forming part of Owners' Share:**

The Developer shall simultaneous to the execution and registration of the Sale Deed of the Land by the Owners in favour of the Developer or its nominee(s), handover the original allotment letter(s) of such number of plots as per the share, to the Owners and the Owners shall be free to transfer any or all the allocated Plots as allotted to the Owners to any third party. The Owners hereby represent and undertake that the Owners or transferee/customer/buyer of their Plot shall be bound by the terms and conditions of the Plot Buyer's Agreement and/or Allotment letter and the Maintenance Agreement executed between the Developer and its transferee/customer/buyer. However, the Developer shall be entitled to levy such charges as deemed fit and proper on the subsequent transfers by the transferee to their subsequent transferees. Any transfer amongst the family members by the Owners shall be treated as a transfer for the purposes of interpreting first transfer under the Agreement. The Owners and/ or their transferees shall execute the Maintenance Agreement and shall pay the Maintenance Charges to the designated Maintenance Agency from the date,





the possession of the Plots allocated to the Share of the Owners is offered to the Owners and/ or their transferees.

The Owners acknowledge and confirm that subsequent to the receipt of the original allotment letters in respect of the Owners Share, the Owners shall cease to have any legal and legitimate right, title, interest or entitlement over the Land. The Owners shall have only limited and restricted rights, title or interest in the specific Plots allotted to the Owners, subject to the payment of EDC/DC, as agreed herein.

The parties mutually agree herein that the Owners cannot sell, transfer, lease etc. any right title or interest that they may have in the remaining Land other than their entitled allocation in any manner whatsoever, to any third party except the Developer. However, when the Owners shall sell their respective allocated Plots to any third party, such third party shall be entitled to the right, title and interest in the said Plots and the proportionate share in the land underneath as would be available to any other buyer of a Plot.

The Owners after having received the allotment letters of their respective Plots will be fully entitled to sell their share of developed plots. In lieu of the above the Owners are issuing a GPA in favour of the Developer or its nominee(s) so that the Developer is not only able to fulfill its other obligations towards the Owners and Government authorities but can also execute agreements to sell/sale deeds of the Plots belonging to its share with proportionate rights in the said Land, execute maintenance agreements and also receive full sale consideration from its customers in its own name.

It has been agreed between the parties that the allocation of major portion of the plots to the Owners shall be made within the land of the Owners so as to avoid any registration of the sale deed whereby mechanism of exchange deed would be adopted by which the Land of the Owners shall be got registered in favour of the Developer and in the same sale deed the allocated plots shall be got registered in favour of the Owners and the entire expenses shall be borne by the Developer.

16. **Security Deposit:**

That at the time of execution of this Collaboration Agreement the Developer has paid a total sum of Rs. 2,58,12,500/- (Rupees Two Crore Fifty-Eight Lac Twelve Thousand Five Hundred Only) calculated at the rate of Rs. 1,00,00,000/- (Rupees One Crore only) per acre towards non-refundable security deposit. The Security deposit has been paid by the Developer as per the detail appearing in the Payment Schedule - III of this Collaboration Agreement.

17. **Indemnification:**

That in case the Land or any part thereof now declared to be belonging to the Owners is lost or found wanting on account of any defect in the title of the Owners or right of the Owners to transfer the same or any other person claiming title paramount to the Owners or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owners, the Owners shall be liable for all the damages, losses and costs sustained by the Developer. Accordingly, the Owners agree and undertake to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

The Owners herein further agree to indemnify, defend and hold the Developer and/or its nominee(s) harmless from and against any and all claims, losses, liability or damage (including interests, penalties, costs of preparation and investigation) that it may suffer, sustain, incur or become subject to, arising out of or due to, (a) any inaccuracy of any representation of the Owners as stated in the Agreement; (b) the breach of any warranty of the Owners as given in the Agreement; (c) non-fulfillment of any covenant, undertaking, agreement or other obligation by the Owners under this Agreement; (d) any non-compliance by the Owners with any regulatory requirement or compliance, and (e) any claims from any entity of any nature whatsoever, which may impact the marketability or ability to transfer/ alienate/ sale/ convey a good marketable title by the Developer with respect to the portion of the plotted colony other than what the Developer has agreed to allocate to the Owners as per the terms of the Agreement.

The Owners agree that they will never deny the factum of this Agreement and shall never revoke any agreement, documents, things which relates to the transfer of their possession, rights, title, interest in the said Land and in the event that they have any claims against the Developer or any person who happens to acquire any of the Developed Plots in the said Land, the sole remedy available to the Owners shall be only a claim for monetary damages, which they acknowledge to be sufficient and complete remedy thereto.

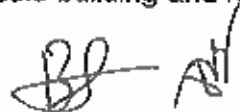
18. **Mortgage/Loan:**

That the Developer shall subsequent to grant of licence for development of the said Land be fully entitled, empowered and authorized to mortgage and/or create charge over his share of said Land/share after allocation of the share of the Owners and the Owners shall sign all papers required for creation of such a charge. The Developer in his own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in him by virtue of irrevocable Power of Attorney issued by the Owners. The Owners are also handing over the original title documents of the Land to the Developer for the purposes of creating a mortgage and obtaining a construction loan facility. The Owners shall guarantee the loan facilities which will be restricted to the Land being mortgaged with lender bank / financial institution. However, the Owner's share shall be free from all encumbrances, charges, liens etc. at the time of handing over the possession of the same to them. For the said purpose the Owners hereby agree and undertake to give a no-objection certificate to the Developer and execute a registered special power of attorney in favour of the Developer for availing the construction loan by mortgaging the Land. The No Objection Certificate and Special Power of Attorney shall be executed by the Owners in favour of the Developer or his nominee.

19. **Taxes & Cesses:**

That all the rates, cesses, taxes and demands due and payable to revenue or any other authority, upto the date of signing of this Agreement, shall be the exclusive responsibility/liability of the Owners. After the date of signing of this Agreement, the same shall be the exclusive responsibility of the Developer till the completion of the Project. Thereafter, the same shall be borne by Owners and Developer jointly in proportion of their respective shares in the said Land.

That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owners, it is a condition of this Agreement that the work of development and / or completion of the said building and /or other matters incidental



to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owners and / or any other person claiming rights under them.

That the Parties individually shall solely be liable with respect to their respective Income Tax and other fiscal liabilities for their respective shares and / or proceeds thereof under this agreement.

20. **Developer's Share:**

As per the terms of this Agreement, the Developer shall be entitled to develop, sell and transfer the plots and other saleable area of the Project/Land (except Owners' Share) approved by the Competent Authority on the said Land. Developer's Share shall mean the area available for development on the said Land less Owner's Share.

The Owners have undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for the transfer of any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time after the License is obtained and after share of the owners is allocated in this respect and Developer shall be fully competent to enter into any agreement and accept cheques, pay order, draft, etc. from all such transferees in its own name and shall be fully competent to issue receipts for all such payments received in its own name.

The Owners undertake not to claim any right, title or interest in any area of the plotted residential colony, other than their share as agreed herein to be developed over the Land or in plotted colony developed by the Developer. The Developer shall be the sole beneficiary of all the right, title and interest with respect to the plotted residential colony other than plots so allotted to the Owners. The Developer shall be within its own rights to transfer any right, title or interest in any portion of its share in the plotted residential colony to any third party in its sole and absolute discretion.

21. **Advertisement:**

That the Developer shall be solely entitled to advertise the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit. The Developer shall be free to put up sign boards etc. on the said Land or at other places, in any manner and as such it shall be fully entitled to invite prospective buyers/customers to the site.

22. **Maintenance Agreement:**

The plotted/ additional plotted residential colony to be developed over the Land shall be maintained by the developer or its nominee or designated maintenance agency (hereinafter referred to as the "Maintenance Agency"). The transferees of the Owners' allocated Plots or the Owners, in the event the plot(s) is being retained by the Owners, agree to enter into a standard maintenance agreement with the Maintenance Agency for all the plots allocated to the Owners, when the possession of such plots is offered to the Owners or their transferees. The Owners or their transferees, as the case may be, shall pay such maintenance charges, fees, security deposits, etc. against the allocated plots as may be demanded by the Maintenance Agency from time to time, starting from offer of possession.



23. **Plot Buyer's Agreement:**

The Developer simultaneous to the transfer of Land by way of registered sale deed and/or such other documents for effectively transferring the ownership rights in favour of the Developer or its nominee(s), shall hand over the allotment letters and standard plot buyer's agreement to the Owners in respect of the specific plots of various sizes. In case the Owners fail to execute and register the deed or documents for effectively transferring the ownership rights in respect to the Land in favour of the Developer or its appointed nominee(s) or assignee(s), the attorney of the Owners, i.e., the Developer, shall be competent and entitled to execute and register sale deed in respect of land of the Owners on the basis of irrevocable power of attorney(s) executed and registered by the Owners in favour of nominee of the Developer.

24. **Arbitration:**

This Agreement shall be governed, construed and enforced in accordance with the laws of India and subject to arbitration, the courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Agreement. In case of any dispute, controversy or claim arising out of or relating to this Agreement or in relation to the breach, termination or invalidity thereof, the Parties agree that such dispute, controversy or claim shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any of its amendments. The venue of arbitration shall be Gurugram, Haryana. The arbitral tribunal shall consist of a panel of sole arbitrator, to be mutually agreed by the Parties. In case the Parties fails to appoint sole arbitrator then the same shall be appointed by Hon'ble High Court of Punjab & Haryana, Chandigarh. The arbitration proceedings shall be conducted in English language. The arbitral award given by the arbitral tribunal shall be final and binding on the Parties.

25. **Compliance of the License:**

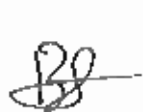

The Owners shall be bound to comply with all the terms and conditions of licence issued for the development of the portion of the Land into a plotted / additional plotted residential colony and the terms and conditions of the DGTCP in respect of the land sought to be developed.

26. **Marketing Rights:**

The Developer in its own rights and at its sole discretion shall employ dedicated team for the marketing of its share of the plotted residential colony and incur all expenses with respect to the same from its own resources without any interference from the Owners. The Owners on the other hand shall have exclusive rights to market their allocated Plots as per their shares out of their own expenses and resources. However, as the Developer has substantial resources to market the plots to the prospective buyers through its wide network of agents and means, it can facilitate the marketing of the plots of the Owners, if they so desire. In this respect the Developer shall charge a mutually agreed administration charges at such time from the Owners and the Owners shall execute requisite documents to grant such right to the developer as and when the Owners desires to market the allocated Plots to its prospective buyers.

27. **Assignment:**

The Owners agrees and consents that the Developer may further assign and nominate to any other person the development of the Land and sale of the

development rights, as the Developer may in its sole and absolute discretion deem fit and proper. The Owners agrees and undertakes to execute any further document in favour of such third person as directed by the Developer in this behalf without any demur and protest.

28. **Execution of additional documents:**

The Parties herein agree and undertake to sign and execute all such documents, deeds, power of attorneys, sale deeds, etc. which may be necessary for effectively transferring the allocated Plots in favour of the Owners and for transferring the rights, title and interests in the Land in favour of the Developer.

29. **Miscellaneous:**

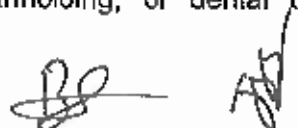
The Parties agree and acknowledge that this Agreement does not amount to any partnership or joint venture between the Parties.

30. **Force Majeure:**

This agreement shall be subject to force majeure and circumstances beyond the reasonable control of the Parties.

"Force Majeure" means each or/and any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:

- (a) act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- (b) delay on part of the contractor deployed on the Land in the execution of the work, beyond the reasonable control of the Developer;
- (c) explosions or accidents, pandemic, lockdown air crashes and shipwrecks, act of terrorism;
- (d) strikes or lock outs, lock-down, curfew, industrial disputes;
- (e) the calling into question of the title and possessory rights of the said Land;
- (f) non-availability/shortage of labour, cement, steel or other construction/raw material for any reasons whatsoever including but not limited to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (g) Increase in the cost of the raw materials or commercial impracticability to an extent that the project becomes economically unviable.
- (h) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (i) the promulgation of, or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental, statutory authority or tribunal that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (j) any legislation, order or rule or regulation made or issued by the Government or the refusal, delay, withholding, or denial of the grant of necessary



approvals/certificates by any other authority in connection with or related to the development over the said Land or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes subject matter of any suit / writ before a competent court, for any reason whatsoever;

- (k) any prevailing or future government rule or regulation impeding the fiscal/commercial viability of the project.

31. **Specific Performance:**

The Owners agree that it would be impossible or inadequate to measure and calculate Developer's damages from any breach by the Owners of the terms of this Agreement and more specifically this clause, and that any breach will cause irreparable harm and damage to the Developer. Accordingly, the Owners agree that if they breach any provisions of the Agreement, the Developer will have available, in addition to any other right or remedy available under law or equity, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to seek specific performance of any provision of this Agreement or any agreement in pursuance thereof. The Owners further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

That as per the mutual consent of the parties and in terms of this Agreement, on receipt and acknowledgment of the allocation of Plots through Allotment Letters, the Owners shall after being fully satisfied and accepting the same to be final and binding in all respect, shall admit and undertake that the rights, title and interest pertaining to the said Land shall also stand transferred in favour of the Developer and the Owners shall cease to have any title or ownership rights over the Land. The Developer subsequent to allocating the respective Plots to the Owners would be performing its part of fulfilling all the obligations and understanding in terms of the Agreement, for all purposes, and therefore, by virtue of this Agreement only, all the rights, title and interest of the Owners, in respect of the Land and those accruing out of the Agreement shall be deemed to be transferred in favour of the Developer for all the future purposes. Further, it is the inherent condition of this Agreement, that subject to fulfillment of the obligations of the Developer as stipulated in this Agreement, the Developer shall have every right to get the Land transferred/conveyed in its favour by virtue of this Agreement only and/or through the GPA executed and registered in this respect without making any reference or taking consent from the Owners and the Owners shall not object to the same in any manner whatsoever.

The Parties hereby acknowledge that the Developer and the Owners are independent entities and have negotiated this Agreement as such. Neither of the Parties shall have the authority to bind the other in any respect, except insofar as provided in this Agreement, and are personally and solely responsible/liable for their actions and those of their agents or employees.

- 32. This Agreement is non-terminable except with mutual consent and non-assignable by the Owners to any third party and for the removal of doubt the Owners can only exercise any rights and obligations that they have against the Developer jointly and not severally.

33. **REPRESENTATIONS AND WARRANTIES BY THE OWNERS**



- (a) The Owners have read carefully the terms of this Agreement.
- (b) The Owners have been informed by the terms of this document that Owners may have this document reviewed by Owners' own attorneys.
- (c) (i) Owners have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of executing this Agreement;
(ii) have carefully read each and every paragraph of this Agreement and knows and understands the contents thereof; and (iii) have made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as it deems necessary or desirable.
- (d) The Owners were given reasonable time in which to consider this Agreement.
- (e) The Owners entered into this Agreement voluntarily and without compulsion of any kind.
- (f) The Owners shall be entirely responsible for payment of income tax or any other personal taxes as may be applicable with regard to the sale of Owners' allocation and/ or and the sale proceeds received by the Owners thereof.
- (g) The Owners have examined all the above mentioned documents, as provided by the developer.
- (h) The Owners agree that in case the Land or any part thereof is ever notified for acquisition by the State Govt. either for development of sector roads or for development of green belt or for any public use or for any reason whatsoever, then, the Owners assures and warrants that they shall not take any compensation from the Government of Haryana or any other authority and further they shall not take any action in this regard without the consent of the developer. The Owners further represent and warrant that they shall immediately inform and/or provide such communication, letters, notices etc. to the Developer and the Developer shall be fully competent for taking such legal action as may be deemed fit to secure the best interest of the Parties and the project as well.
- (i) The Owners represent and warrant that they shall never create any encumbrance or charge of any kind whatsoever, during the subsistence of the present collaboration agreement over the Land and shall keep the title clean and marketable for all purposes.
- (j) The Owners shall sign all requisite letters, undertaking(s) and related documents pertaining to development of the land and render all possible cooperation to the Developer to procure such permissions as may be required.
- (k) The Owners represent and warrant that they shall be bound to comply with the terms and conditions of the License and in case they fail to comply with the same at any point of Development of the Project, then they shall be jointly and severally liable for the consequence arising there from and shall indemnify the Developer against any penal consequences and/or monetary loss caused to the Developer on account of such breach, if any.
- (l) The Owners have executed irrevocable power of attorneys for the specified purposes as mentioned hereinabove. In this regard, the Owners represent,



warrants and undertake that they shall never revoke the said power of attorneys until the sale deed or such other document is executed for the transferring of rights, title and interests in the Land in favour of the Developer.

- (m) The Owners hereby undertake and warrant that upon receipt of the original allotment letter by them, the Developer is fully entitled to get the said Land or any part thereof, registered either in its favour or any other party/person nominated by the Developer, without any further reference to the Owners on the basis of the aforementioned registered GPA and / or this Agreement and the Owners shall have no objection to the same and the Owners shall provide all assistance and documents as may be required by the Developer in order to fulfill their obligation under this clause.
- (n) That the Owners and Developer 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 between them of their own free will without any coercion or third party influence and after its contents have been read over and explained to the Owners in vernacular language.
- (o) Except as otherwise agreed to by the Parties in writing, each Owner shall be jointly and severally responsible to the Developer for failure to comply with, and each Owner guarantees the compliance with, all such applicable responsibilities and obligations, restrictions and limitations in accordance with the terms and conditions of this Agreement. Further, it is clarified that the rights and responsibilities accruing to the Developer under this Agreement shall not be affected in any manner by reason of inter-se disputes amongst the Owners and/ or failure on the part of a Owner to comply with terms and conditions of this Agreement.

34. **REPRESENTATIONS AND WARRANTIES BY THE DEVELOPER**

- (a) The Developer represents and warrants that they shall develop, the said Land at its costs, expenses and resources after procuring the requisite permissions, sanctions and approvals from all competent authorities and shall arrange all resources as regards the entire cost and expenses to be incurred in the completion of the said Project and further shall abide by all the rules and guidelines laid in this regard by the concerned departments and authorities.
- (b) The Developer represents and warrants that the Bank Guarantee, for the payment of External Development Charges and Internal Development Works shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
- (c) The Developer represents and warrants that they shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses for developing the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
- (d) The Developer represents and warrants that the Owners' share shall be free from all sort of encumbrances, charge, lien etc. at the time of handing over the possession of the same to the Owners in case Developer in his own rights creates charge and/or mortgage over the said Land on the basis of powers



vested in him by virtue of irrevocable Power of Attorney issued in favour of it or its nominees.

- (e) The Developer represents and warrants that all the rates, cesses, taxes and demands due and payable to Revenue or any other authority prior to the date of signing of this Agreement, shall be the exclusive responsibility/liability of the Owners. After the date of signing of this Agreement, the same shall be the exclusive responsibility of the Developer till the completion of the Project. Thereafter, the same shall be borne by Owners and Developer jointly in the proportion of their respective shares in the said Land.
- (f) The Developer represents and warrants that all costs of stamping, engrossing, and registration of this Agreement or any future agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
- (g) The Developer represents and warrants that they shall at all times during the currency of this agreement and also till the completion of this project keep the owners indemnified from any acts of omission or commission which is detrimental to the interests of the Owner.

35. ENTIRE AGREEMENT

This Collaboration Agreement constitutes (along with the documents referred to in this Collaboration Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter and supersedes all prior agreements between the Parties with respect to its subject matter. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement. The present Collaboration Agreement also supersedes the previously executed collaboration agreement dated 22.03.2013 duly registered as document no. 29946 dated 22.03.2013 with the father of the Owners namely Sh. Mahender Singh, and for all purpose, the present Collaboration Agreement would be binding between the parties. However, the amounts paid under previous Collaboration Agreement is deemed to paid under this Collaboration Agreement.

36. BINDING EFFECT

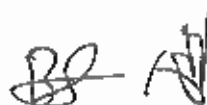
This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns and the legal heirs-in-interest.

37. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

38. NOC FOR MERGER/DE-MERGER/RE-ORGANIZATION EXERCISE

The Developer is in the process of merger/de-merger/re-organization exercise along with its parent/ subsidiary /sister/associate/other companies and the Owners confirm that they have no objection to the scheme of merger/de-merger/re-organization etc., and the Owners shall not raise any claim or objection in this regard even if the consequence of such merger/demerger is the change in constitution or change in the shareholding pattern or directors.



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



(OWNERS)





(DEVELOPER)

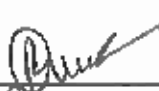
Through Authorized Signatory

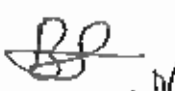

WITNESSES:

1.  Shiv Kumar Singh
Name: _____ Advocate
Address: Distt. Court, Gurugram


Drafted by Me as per
Instruction of Both Parties
Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram

19/6/23

2. 
Name: Prem Singh Mahant
Address: 43 D 1381/16

Dr. K. S. Singh (Advocate)
Bath, Co. Gal., Ireland



Dr. K. S. Singh

SCHEDULE-I

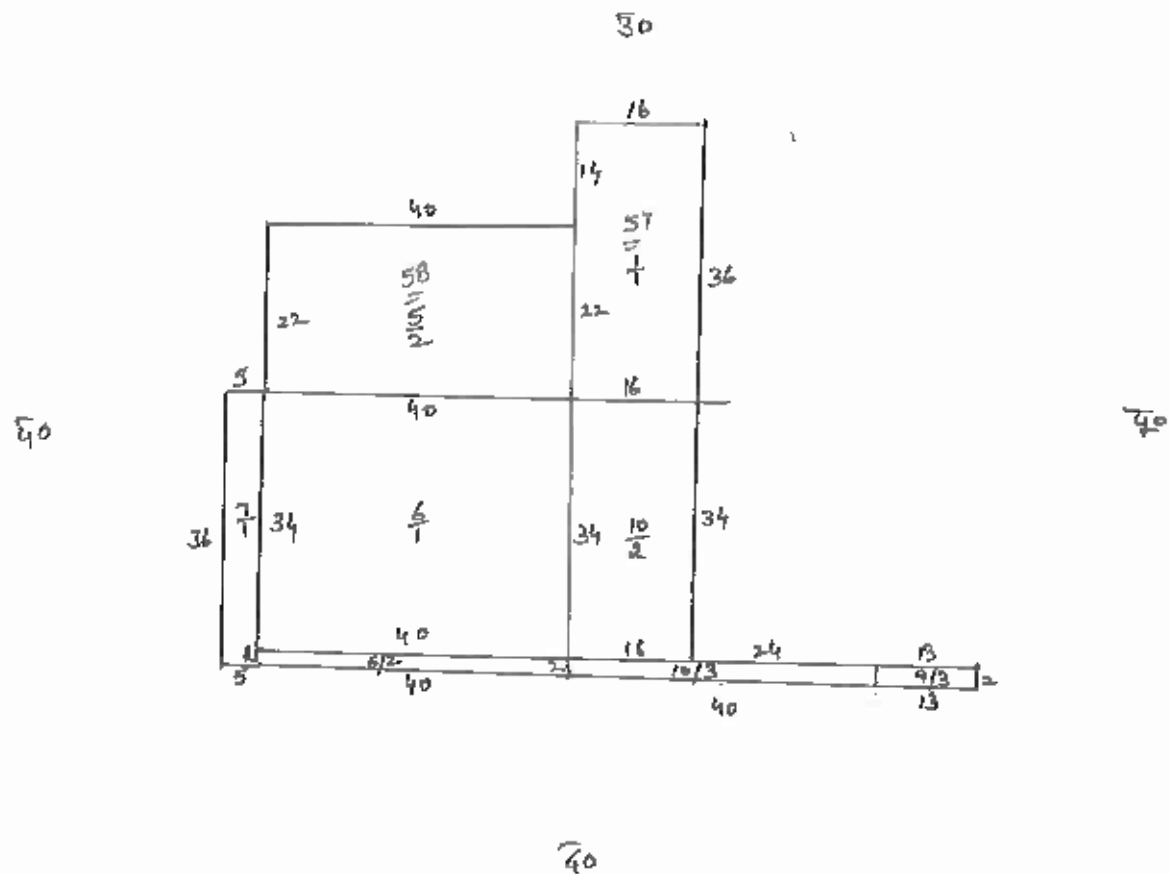
DESCRIPTION OF LAND

Land admeasuring 2.58125 acres (20Kanal13 Marla) situated in village Dhankot, Sector 102, Sub-tehsil Kadipur and District Gurugram, Haryana

Land Owner	Khewat No.	Khatoni No.	Area in Acres	Rect. No.	Killa No.	Kanal	Marla
Bijender Seharawat and Jitender Seharawat both Son of Mahender Singh @ Mahender Singh	35		2.45000	57	1/1	3	4
					10/2	2	19
				58	5/2	4	18
					6/1	7	11
					7/1	1	0
Sub-total - 1			2.45000			19	12
Bijender Seharawat and Jitender Seharawat both Son of Mahender Singh @ Mahender Singh	39		0.13125	57	9/3	0	3
					10/3	0	9
				58	6/2	0	9
Sub-total - 2			0.13125			1	1
TOTAL			2.58125			20	13

[Handwritten signature]

अब्दा रिपरा जावे - चवथ्या २, गुलबर्ग



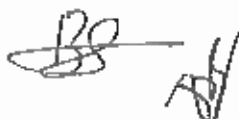
SCHEDULE – III

Details of payment made towards Security Deposit

Details of Non - Refundable Security Deposit in respect of 2.58125 acres land in Sector 102, Gurugram

S.No	Cheque issued In favor of	Gross Amount in Rs.	TDS@1% (Rs.)	Net Cheque Amount in Rs.	Cheque No.	Cheque Date	Drawn on
1	Mahender Singh Seharawat*	1,29,06,250/-	-	1,29,06,250/-	587094	23.03.2013	Citibank
2	Bijender Seharawat	64,53,125/-	64,531/-	63,88,594/-	022851	24-04-2023	IndusInd Bank New Delhi
3	Jitender Singh	64,53,125/-	64,531/-	63,88,594/-	022852	24-04-2023	IndusInd Bank New Delhi
Total		2,56,12,500/-	1,29,063/-	2,56,83,438/-	NA	NA	NA

*Amount paid under previous Collaboration Agreement dated 22-03-2013 regd. Vide document no. 29946.





Certificate No. G0W2023E1735

Stamp Duty Paid : ₹ 1218750
(Rs. Only)

GRN No. 102870819



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Satpal singh dahiya Rajkumar dahiya

H.No/Floor : 865

Sector/Ward : 53

LandMark : Daultabad

City/Village : Dhanwapur

District : Gurugram

State : Haryana

Phone: 99*****75

Others : Satpal singh dahiya and rajkumar dahiya

**Buyer / Second Party Detail**

Name : Countrywide promoters pvt ltd

H.No/Floor : Ot/14/3f

Sector/Ward : 76

LandMark : Next door bptp parklands

City/Village: Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Collaboration Agreement

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**

Village	:	Dhankot
Sub-Tehsil	:	Kadipur
District	:	Gurugram
Area	:	16 Kanal 05 Marla OR 2.03125 Acres
Transaction	:	NIL
Stamp Duty	:	14,62,500/- (12,18,750 + 2,43,750)
GRN no.	:	102870819 / 103816671
Certificate No.	:	G0W2023E1735 / G0M2023F2115
Registration fee	:	50010/-

प्रलेख न:3550

दिनांक:14-06-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर धनकोट

धन संबंधी विवरण

राशि 73125000 रुपये

स्टाम्प ड्यूटी की राशि 1482500 रुपये

स्टाम्प नं : GOW2023E1735

स्टाम्प की राशि 1218750 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:102871677

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प:
GOM2023F2115

डेफिशियेंसी Grnno: 103816671

डेफिशियेंसी शुल्क: 243750

Drafted By: SHIV KUMAR ADV

Service Charge:0

~~यह प्रलेख आज दिनांक 14-06-2023 दिन बुधवार समय 4.33.00 PM बजे श्री/श्रीमती /कुमारी~~

SATPAL SINGH DAHIYA पुत्र RAGHU NATH DAHIYA RAJ KUMAR DAHIYA पुत्र RAGHU NATH DAHIYA निवासी
SAME द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

SATPAL SINGH DAHIYA RAJ KUMAR DAHIYA

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी COUNTRYWIDE PROMOTERS PVT LTD thru INDERJEET OTHER हाजिर हैं।

प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR ADV पिता NATHU

SINGH निवासी ADV GGM व श्री/श्रीमती /कुमारी PREM SINGH पिता MOHAN LAL

निवासी FARIDABAD ने की।

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

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)



Certificate No. G0M2023F2115



Stamp Duty Paid : ₹ 243750

(Rs. Only)

GRN No. 103816671



Penalty : ₹ 0

(Rs. Only)

Seller / First Party Detail

Name: Satpal singh dahiya Rajkumar dahiya

H.No/Floor : 865

Sector/Ward : 53

LandMark : Daultabad

City/Village : Dhanwapur

District : Gurugram

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Phone: 99*****75

Others : Satpal singh dahiya and rajkumar dahiya

**Buyer / Second Party Detail**

Name : Countrywide promoters pvt ltd

H.No/Floor : Ot/14/3f

Sector/Ward : 76

LandMark : Next door parklands

City/Village: Faridabad

District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Deficiency Stamp Duty of Collaboration Agreement

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

COLLABORATION AGREEMENT

This Collaboration Agreement, together with all annexure and schedule is entered into on this 14th day of June, 2023 at Gurugram, Haryana ("Collaboration Agreement" or "Agreement").

BETWEEN

Sh. Satpal Singh Dahiya (Aadhaar No. 4515 6915 6892) and **Sh. Raj Kumar Dahiya** (Aadhaar No. 6054 6844 8694) both Son of Sh. Raghu Nath Dahiya resident of Village Dhanwapur, Tehsil Kadipur & District Gurgaon hereinafter referred to as the "Owners" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include them, their heirs, successors, and permitted assignees and/or nominees) of the ONE PART

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at OT-14, Third Floor, Next Door Parklands, Sector-76, Faridabad, Haryana-121004 acting through its Authorized Representative **Mr. Inderjeet** duly authorized vide Board Resolution dated 14.04.2023 (hereinafter referred to as the "DEVELOPER") (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the SECOND PART

Reg. No.

Reg. Year

Book No.

3550

2023-2024

1



पेशकर्ता

दावेदार

गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- SATPAL SINGH DAHIYA RAJ KUMAR DAHIYA

दावेदार :- thru INDERJEET OTHERCOUNTRYWIDE PROMOTERS PVT LTD.

गवाह 1 :- SHIV KUMAR ADV

गवाह 2 :- PREM SINGH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3550 आज दिनांक 14-06-2023 को बही नं 1 जिल्द नं 271 के पृष्ठ नं 152.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1868 के पृष्ठ संख्या 34 से 37 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 14-06-2023

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

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

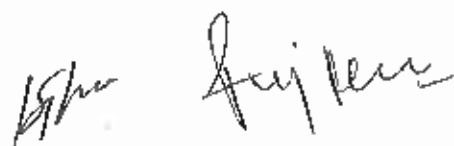
WHEREAS:

- a. The Owners represent and confirm that they are the actual, absolute and legal Owners and are in actual, vacant and peaceful physical possession of the land admeasuring 2.03125 Acres vide Khewat No. 172, Khatauni No. 174, Rectangle No. 57, Kila No. 13/1(5-16), 14/1(3-8), 19/2 (7-1) Kita 3, i.e. 16 Kanal 05 Marla vide Jamabandi for the year 2020-21 situated within the revenue estate of village Dhankot, Sub Tehsil Kadipur and District Gurugram, (hereinafter referred to as the "Land"). The revenue records of the Land are attached herewith as Annexure I and the location drawing along with demarcation of the Land is shown in red colour and the same is attached herewith as Annexure II.
- b. The Owners further confirm and represent that they have absolute and marketable right, title and interest in the Land and the same is free from all claim(s), charge(s), lien(s), disputes, adjustment(s), liability(s), litigation(s), notifications under the Land Acquisition Act, 1894 or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any encumbrance of whatever kind over the Land and the Land is eligible for grant of license to be developed as a residential plotted colony under the relevant laws of the State of Haryana without any impediment of any nature.
- c. The Developer has represented that it is a developer of repute and holds sufficient expertise in the development of residential plotted colonies and has developed various projects in Gurgaon and is in process of developing a plotted colony in Sector 102, Gurgaon after receiving all the government approvals.
- d. The Owners are now desirous of developing the Land into residential plotted colony/additional plotted colony on such terms and conditions as mutually agreed between the parties herein. It has been agreed between the parties that this Collaboration Agreement is for the development of the land for plotted/ additional plotted colony, after seeking appropriate licence from Director General, Town and Country Planning, Haryana (DGTCP) on the basis of representations given hereinabove by the Owners.
- e. The Owners have approached the Developer to carry out the development of a plotted colony/additional plotted colony over the said Land ("Project") and the Developer has agreed to the same, hence this agreement is mutually entered and executed between the said Owners and Developer on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. References, Terms, Expressions and Phrases:

- 1.1 Reference to the Agreement or any other instrument is a reference to this Agreement or that other instrument as amended, varied, novated or substituted in writing from time to time.



- 1.2 The headings in the Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 1.3 References to recitals, clauses, schedules, annexures and appendices are references to recitals, clauses, schedules, annexures and appendices of and to the Agreement, and all of them shall form an integral part of the same.
- 1.4 Reference to any statute or statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted.
- 1.5 Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms, partnership, institutions, companies and bodies corporate whether incorporated or unincorporated.
- 1.6 Save and except to the extent any reference, term, expression or phrase is separately defined in the Agreement or where the context in which such reference, term, expression or phrase is used does not warrant or permit such construction or interpretation, references, terms, expressions or phrases used in the Agreement shall have the same meaning as assigned to them/ it in the Collaboration Agreement.

2. **Ownership:**

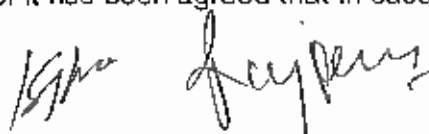
The Owners represent that they are the actual, absolute, legal owner in actual, vacant and peaceful physical possession of the Land admeasuring 2.03125 Acres falling in the revenue estate of village Dhankot, Tehsil and District Gurgaon. The Owners further represent and confirm that the Land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, unauthorized occupation, notifications, claims and litigations whatsoever and it shall be the sole responsibility and liability of the Owners to keep the Land free from all sorts of aforesaid encumbrances till the actual handing over of the possession of the developed plots (hereinafter referred to as the "Plots") to the prospective customers of the Developer and also including that of the Owners.

3. **Acquisition Proceeding:**

The Owners assure and represent that neither any part of the Land has been acquired nor any acquisition proceedings has been initiated in respect of the Land till date and the same is owned and possessed by them without having any third party claims of whatsoever nature, over the same. The Owners further represent that in case the said Land or any part thereof is ever notified for acquisition, either for the development of Sector Road or for any other purpose, by the Government of Haryana or any other authority, then the Developer shall be fully competent for taking such legal action as may be deemed fit by them and the Owners undertake, not to take any action or accept any compensation from the Government of Haryana or any other authority in this regard without the written consent of the Developer. The Owners shall execute an irrevocable special power of attorney for this purpose.

4. **Possession:**

That Owners simultaneous to the execution of this Collaboration Agreement have handed over the actual, physical, vacant, peaceful and exclusive possession of the said Land to the Developer for all intent and purpose of this Collaboration Agreement and further agrees that the Owners shall not reclaim the possession thereafter however it has been agreed that in case if the Developer fails to obtain the LOI within



the period of 12 months plus six (6) months as grace period from signing of the present Collaboration Agreement, possession of the Land will automatically revert back to the Owners.

That subsequent to the execution of this Collaboration Agreement, the Owners have in accordance with the terms and conditions hereof, permitted the Developer to enter upon the Land directly and/or through its agent, architects, consultants, representatives, contractors, for the survey, design and development of the Project in accordance with the applicable laws and terms of this Collaboration Agreement for the development of residential plotted colony and for this purpose to further take measurements, carry out planning exercise and to do, cause to do all acts and deeds required and/or necessary for obtaining all the requisite licences, approvals, permissions and sanctions from the relevant authorities.

5. **Power of Attorney(s):**

Simultaneous to signing of this Agreement, the Owners have executed and registered irrevocable General Power of Attorney (hereinafter referred to as the "GPA") in favour of the Developer or its nominee(s), authorizing and empowering the Developer or its nominee(s) to sell, transfer and convey by any manner and means the Developer's or its nominee's share of the Plots and developments thereon, to receive the sale consideration thereto and to sign and execute any agreements, sale/conveyance deeds, deeds generally, instruments, etc., giving effect to such transfer in full or in parts as well as to deal with the common areas and facilities on the said Land in any manner it may deem fit and proper. The Owners have also executed an irrevocable registered special power of attorney in favour of the nominee of the Developer i.e. Mr. Inderjeet hereinafter referred to as the "SPA") for the purpose of including but not limited to (1) seeking License from DGTCP, HUDA, Conversion of Land Use And for release of Land from Acquisition proceedings, (2) submission and approval of drawings on behalf of the Owners for development and construction and (3) for representing the Owners before all judicial and quasi-judicial forums, authorities, HRERA, HSVP, courts, tribunals, in the matters pertaining to the Land, acquisition claims and to engage Advocates etc. to appear for and on behalf of the Developer.

The GPA and SPA so executed and provided by the Owners also authorises the Developer or its nominee(s) to apply and seek registration of the Project with HRERA and also to apply and open the bank accounts in the name of the Developer or its nominee (s) as required under the Rules and Byelaws of HRERA or otherwise.

The Owners further agree to execute any other document, deed or agreement or do any act or thing required by the Developer to comply with the obligations set out in this Agreement and more specifically in this clause, as also to strengthen and confirm the rights, title and interest of the Developer in the said Land including by executing any transfer or conveyance document as may be required by the Developer. Further, the Owners fully understand and acknowledge that huge investments shall be made by the Developer based on the assurances, commitments and contractual obligations undertaken by the Owners. The Owners also understand that the Developer, by placing reliance on such commitments and representations of the Owners, has given/ will give further commitments to its customers / government authorities. Hence the Owners undertake and warrant that the GPA/SPA executed in favour of the Developer shall remain in force at all times and shall never be revoked or superseded for any reason whatsoever.



6. Authorization:

The Owners hereby appoints the Developer or any person duly authorized by the Developer in the Developer's sole discretion, as their attorney who shall be acting for and on behalf of the Owners, to do all acts that are necessary to give effect to the terms and conditions of this Agreement and to do the following in particular:-

- i. To represent before any officer, authority, State/Central Government or local body including but not limited to DGTCP/HSVP/HRERA/Urban Estate Department/Environment and Forest Departments/Mining Department/AAI/Fire Department, Haryana Renewable Energy Development Authority (HAREDA) or any other authority/office of the Government of Haryana, Municipal Council / Local Body under Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963; Haryana Development and Regulation of Urban Areas Act, 1975, the various rules made there under for the various purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, give Bank Guarantees, as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc. engage advocates for the purpose of appearing and pleading, which may be connected and / or concerned with the development of the Land in terms of this Agreement, or for any matter incidental thereto.
- ii. To apply for and to get the all necessary approvals from HRERA and open bank accounts in the name of the Developer or its nominee (s) as required under HRERA rules and byelaws or otherwise.
- iii. To apply for and to get the approval of demarcation plan, zoning plan, building plans, and to carry out any construction, addition, alteration or compounding of irregularities, if any, and for that purpose to deposit the requisite fees, security deposits, bank guarantees, earnest money and such other deposits as are required by the Government Authority (ies) for sanctioning the plans and to receive the plans duly sanctioned from such Authorities.
- iv. To apply for and to get the approval of service plan estimates, Occupation Certificate, Completion Certificate in respect of the developments on the Land and for the said purpose remove all objections therefrom and do all such acts as may be necessary for the said purposes under his own signatures.
- v. To apply for and to have all requisite licences and approvals transferred in the name of the Developer.
- vi. To book/allot/sell Plots and enter into binding contracts by executing Agreements to Sell/Plot buyers agreement and also to transfer the Plots by executing conveyance deeds/sale deeds along with proportionate right in the land underneath and to receive the entire sale consideration in its own name and for its own benefit and shall also issue receipts against receipt of payments / part payments and to transfer the amenities, facilities, community buildings and convenience stores, commercial space etc. in favour of such persons as it may deem fit and receive sale consideration in its name against the sale and also receive other incidental charges as may be more particularly mentioned in the Application form / any other agreements.
- vii. To commence or institute or defend or respond to on behalf of the Owners before any court in India and/or any governmental authority, directorate, forum, quasi-



judicial authority, police authority, tribunal/administrative or departmental authority any notice, summons, suit, writ, injunction, investigation, criminal proceedings or other legal actions or proceedings related to the Land.

- viii. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest and lien thereby creating third party right, title and interest over the Land and construction thereon including execution of sale deed of Plots developed over the Land, and present the same for registration before appropriate authority including Sub-Registrar's Office and do all such acts, deeds or things to ensure due execution of the same.
- ix. To execute Plot Buyer Agreements or any other document with the prospective purchasers or execute Deed of Declaration with respect to the building constructed thereon over the Land and to receive the payments either in full or in part in its own name and give receipts thereof in its own name, as the Developer attorney may deem fit and proper.
- x. To execute and register the Conveyance Deed of Plots in favour of prospective purchasers, and to issue payment receipt against the amounts paid by purchasers in respect of the developers share.
- xi. The Owners hereby declare that all acts, deeds and things executed or performed under or by virtue of the above presents by the Developer and/or its nominee(s) as attorney, shall be binding on them and ratified as requested by the Developer.
- xii. The Owners hereby represent and undertake that all the acts, deeds and things executed or performed pursuant to the this Agreement or any document in pursuance thereof shall be fully binding on them and be duly ratified, wherever necessary, on being demanded by the Developer, without any objection whatsoever.

7. **Registration of Collaboration Agreement:**

The Owners hereby undertake to be present before the Sub Registrar, Gurgaon for registration of this Agreement and the GPA/SPA simultaneous to their execution. However, all the expenses to be incurred for the registration of this Agreement and the GPA / SPA shall be borne by the Developer without claiming any cost or expenses from the Owners.

8. **License Application:**

- (a) That the Developer shall apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of the Land into a residential plotted / additional plotted colony. The Developer shall bear all the expenses to be incurred as licence fees, which includes any Bank Guarantee to be furnished as may be required for making such application to DGTCP. The Developer shall file the layout plan and shall be fully authorised and empowered to make such additions and alterations in the layout plan as may be required in its absolute discretion. The Parties herein agree that if there are any conditions imposed in the Letter of Intent (LOI), as may be granted by DGTCP in due course, then the Parties herein shall comply with the same within the stipulated time period. However, all the licences, permissions, sanctions and

approvals in respect of the Land shall be applied and obtained in the names of the Owners and the Developer shall be mentioned as the developer of the Land.

- (b) The Developer shall make all sincere efforts to receive LOI within 12 (Twelve) months (with additional 6 month grace period) from the execution of this Agreement and/or Government deciding to grant license to private individuals. However, if for any reason, subject to reasons beyond the reasonable control of the Developer and *Force Majeure*, the Developer fails to get the LOI within specified time despite all its diligent efforts. This Agreement shall stand cancelled automatically and the Developer shall be left with no right as regard to the present agreement. The security deposit paid by the Developer would be deemed to be non-refundable for all purposes.
- (c) The Parties agree and acknowledge that upon the grant of LOI, the Owners shall immediately execute Sale Deed of the land, forming part of the 24 meter wide road of the Project which is part of the Land, in favour of the Developer. However, no additional consideration shall be payable to the Owners in respect of the Land agreed to be sold, which falls under 24 meters wide road of the Project. At the same time, the Developer shall share the tentative allocation of plots falling in the Owners share.
- (d) That the Owners shall be bound to comply with all the terms and conditions of License and the terms and conditions of the DGTCP in respect of the Land sought to be developed and the Developer shall be free to transfer its share in area to any third party.

9. FLOOR AREA RATIO (FAR):

It has been agreed between the Parties that against the area of Land acquired for development of Roads/Green Belt, the permissible FSI/FAR/TDR granted by the Government of Haryana, shall be utilized by the Developer only and the Owners shall not claim any such FSI/FAR/TDR, however at the same time, allocation of the Owner's share shall be as per the Land which is the subject matter of the present collaboration.

10. FIXED CONSIDERATION:

As a fixed consideration for the Owners for (a) providing the Land to the Developer, to develop and construct thereon the Project on the terms and condition of this Agreement; (b) providing absolute right to the Developer to sell the Plots and other saleable area of the Project/Land (other than Owners Share) and to market the same, to prospective buyer(s) as provided for herein; and (c) conveying and transferring, in the manner provided hereinafter in this Agreement their rights and interest in the Project, it is agreed between the Parties that the Owners shall be jointly entitled to 2800 sq. yards share in the Project (*Residential Plots only*) i.e. 1400 sq. yards for each acre of the Land ("Owners Share"). It is further agreed between the Parties that the Developer shall allocate Plots to the Owners upon grant of License and approval of layout plan. The Developer shall issue Allotment Letters to the Owners towards their share specifying the Plot numbers being allocated to them i.e. to make the confirmation of tentative allocation as referred in Clause 8 herein above.

It is also agreed between Parties that, simultaneous to the allocation of Owners Share by the Developer, the Owners shall execute and register the Sale Deed of the Land in favour of the Developer without any other or further consideration.

It has been well understood and undertaken by the Owners, that other than the entitlement of above said Owner Share, in yardage, the Owners shall not claim any right, title or interest over the remaining area of Land against which the License shall be granted. The Developer shall, within its own rights, be absolutely entitled to sell, alienate, discharge, allocate, receive consideration and do all other necessary acts, against all the rights, title or interest accrued over the remaining area of Land by virtue of this Agreement and the GPA/SPA.

It has been further agreed and confirmed by the Owners that the area of plots so allotted by the Developer shall tentatively range from 180 to 350 Sq. Yards (Approx). It has been further agreed between the parties that the allotment of plots shall be in proportion with respect to the size, area and location between the Developers and Land Owners.

11. Development

That the Developer shall develop residential plotted/additional plotted colony over the Land at its costs, expenses and resources after procuring the requisite licenses, permissions, sanctions and approvals from all the competent authorities. All costs and expenses involved in obtaining the requisite licenses, permissions, sanctions and approval from DGTCP, Haryana, and other concerned authorities shall be borne and paid by the Developer. The bank guarantee for the payment of External Development Charges (EDC) and Internal Development Works (IDW) shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners. It is mutually agreed between the parties herein that with respect to plots allotted to the Owners from their share and retained by them for self-use, not exceeding 1400 sq. yd., no EDC/IDC charges shall be charged from the Owners. However, the Owners agree that for such plots from the Owners Share exceeding 1400 sq. yd., irrespective of whether the Owners sell or allocate to their prospective customers/buyers or retains themselves, EDC/IDC charges or any other applicable charges, shall be charged from the Owners or such prospective buyers at the same rate as are charged by the Developer from its own customers, payable by the Owners. It is agreed between the Parties that the allocation of Plots forming part of remaining area of Owner allocation i.e. 1400 square yards, shall be subject to the payment of EDC/IDC as per the prevailing rate by the Owners to the Developer and shall be paid before the sale of such plots to any third party.

That the Developer shall provide photocopies of sanctioned plans to the Owners. The Owners' share shall be allocated on the receipt of the plans. That the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting the development of the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer. The entire amount including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owners shall not be responsible for any dues, fees, charges and / or demands in this respect.



That the Developer shall be responsible for compliance with all terms & conditions of license/provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

That this Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.

That the Developer and the Owners shall jointly apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of Project over the said Land or any other use as the Developer may deem fit as mentioned hereinabove. The Owners shall extend full co-operation and assistance to the Developer in relation to obtaining the aforesaid licenses, permissions, sanctions and approvals. The Developer shall be acting on behalf of the Owners for the purposes of the Project and shall fulfill all obligations of DTCP and be responsible for all compliances including all filings under Rule 24, 26, 27 and 28 in DTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016.

That the Owners shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Project on the said Land at any point of time in the future.

12. **Transfer/handing over of plots/area to Owners:**

The Owners acknowledge and confirm that the Plots forming part of Owners Share will be delivered to the Owners or their assigns or nominees, as per the terms of this Agreement, which shall be part and parcel of the plotted / additional plotted colony being developed by the Developer and neither the Owners nor their assigns or nominees shall be entitled to facilities independent and separate from the facilities that will be provided to the residents / occupants of the plotted colony being developed by the Developer over the Land.

It is further agreed between the Parties herein that if any charges/taxes/cesses is imposed in future, even if with retrospective effect, by the Government of Haryana then the same shall be payable by the Owners till the license is transferred by the Owners to the Developer or its nominee(s).

The possession of the developed plots is agreed to be handed over to the Owners within a period of 3 months from the date of grant of the zoning plan.

In case the Plots are not allocated out of the Owners Land only then the sale deed/conveyance deed of said plots shall be required. If the plots to be allocated to the Owners are allocated on the land other than the Land as mentioned herein, then the sale deed/conveyance deed of the plots opted by the Owners to be retained for their personal use, shall be registered in favour of the Owners at the costs and expenses of the Developer.

13. **Transfer of Owners' Land:**

That the Parties herein agree that simultaneous to the allocation of Owners Share by the Developer, the Owners shall sign all such documents as may be required for



transfer of the Land by way of registered sale deed and/or such other documents effecting the transfer of the Land as falling in share of the Developer, or any part thereof, in favour of the Developer or its nominee(s), which may include the intending Buyer(s) and the Owners shall sign all such documents without any demur or protest. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by its intending buyer(s). However, the Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of its share in the property on the basis of GPA executed and duly registered, in favour of the Developer's nominee. The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owners. The Developer shall enforce the execution of the sale deed/transfer deed in its favour to complete the chain of transactions contemplated herein this Agreement.

14. **Development Charges/Government Charges:**

Subsequent to the grant of license over the Land by the Government of Haryana, the Developer shall have the obligation to pay the government charges towards external development and infrastructure development (Development Charges) as per the terms of the license for development of the Land. In case the Owners prefer to sell their allocated developed plots / units. The said Development Charges shall be recoverable from their prospective customers/buyers by the Developer in accordance with the terms as described hereinabove.

Further, in case the aforementioned charges are enhanced or any fresh charges are made applicable by the Government of Haryana in respect of the residential plotted colony, then the same shall be recovered from the subsequent transferees / buyers of the Plots of the Owners or Owners, as the case may be and such subsequent transferees / buyers or Owners shall be liable to pay such charges proportionate to the area of each Plot as and when the same will be demanded by the Developer.

15. **Allotment of Plots/Units forming part of Owners' Share:**

The Developer shall simultaneous to the execution and registration of the Sale Deed of the Land by the Owners in favour of the Developer or its nominee(s), handover the original allotment letter(s) of such number of plots as per the share, to the Owners and the Owners shall be free to transfer any or all the allocated Plots as allotted to the Owners to any third party. The Owners hereby represent and undertake that the Owners or transferee/customer/buyer of their Plot shall be bound by the terms and conditions of the Plot Buyer's Agreement and/or Allotment letter and the Maintenance Agreement executed between the Developer and its transferee/customer/buyer. However, the Developer shall be entitled to levy such charges as deemed fit and proper on the subsequent transfers by the transferee to their subsequent transferees. Any transfer amongst the family members by the Owners shall be treated as a transfer for the purposes of interpreting first transfer under the Agreement. The Owners and/ or their transferees shall execute the Maintenance Agreement and shall pay the Maintenance Charges to the designated Maintenance Agency from the date, the possession of the Plots allocated to the Share of the Owners is offered to the Owners and/ or their transferees.

The Owners acknowledge and confirm that subsequent to the receipt of the original allotment letters in respect of the Owners Share, the Owners shall cease to have any legal and legitimate right, title, interest or entitlement over the Land. The Owners shall have only limited and restricted rights, title or interest in the specific Plots allotted to the Owners, subject to the payment of EDC/IDC, as agreed herein.



The parties mutually agree herein that the Owners cannot sell, transfer, lease etc. any right title or interest that they may have in the remaining Land other than their entitled allocation in any manner whatsoever, to any third party except the Developer. However, when the Owners shall sell their respective allocated Plots to any third party, such third party shall be entitled to the right, title and interest in the said Plots and the proportionate share in the land underneath as would be available to any other buyer of a Plot.

The Owners after having received the allotment letters of their respective Plots will be fully entitled to sell their share of developed plots. In lieu of the above the Owners are issuing a GPA in favour of the Developer or its nominee(s) so that the Developer is not only able to fulfill its other obligations towards the Owners and Government authorities but can also execute agreements to sell/sale deeds of the Plots belonging to its share with proportionate rights in the said Land, execute maintenance agreements and also receive full sale consideration from its customers in its own name.

It has been agreed between the parties that the allocation of major portion of the plots to the Owners shall be made within the land of the Owners so as to avoid any registration of the sale deed whereby mechanism of exchange deed would be adopted by which the Land of the Owners shall be got registered in favour of the Developer and in the same sale deed the allocated plots shall be got registered in favour of the Owners and the entire expenses shall be borne by the Developer.

16. **Security Deposit:**

That at the time of execution of this Collaboration Agreement the Developer has paid a total sum of Rs. 2,03,12,500/- (Rupees Two Crore Three Lac Twelve Thousand Five Hundred Only) calculated at the rate of Rs. 1,00,00,000/- (Rupees One Crore only) per acre towards non-refundable security deposit. The Security deposit has been paid by the Developer as per the detail appearing in the Payment Schedule - III of this Collaboration Agreement.

17. **Indemnification:**

That in case the Land or any part thereof now declared to be belonging to the Owners is lost or found wanting on account of any defect in the title of the Owners or right of the Owners to transfer the same or any other person claiming title paramount to the Owners or on account of any cause whatsoever, relating to any outstanding claims and demands of taxes payable by the Owners, the Owners shall be liable for all the damages, losses and costs sustained by the Developer. Accordingly, the Owners agree and undertake to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.

The Owners herein further agree to indemnify, defend and hold the Developer and/or its nominee(s) harmless from and against any and all claims, losses, liability or damage (including interests, penalties, costs of preparation and investigation) that it may suffer, sustain, incur or become subject to, arising out of or due to, (a) any inaccuracy of any representation of the Owners as stated in the Agreement; (b) the breach of any warranty of the Owners as given in the Agreement; (c) non-fulfillment of any covenant, undertaking, agreement or other obligation by the Owners under this Agreement; (d) any non-compliance by the Owners with any regulatory requirement or compliance, and (e) any claims from any entity of any nature



whatsoever, which may impact the marketability or ability to transfer/ alienate/ sale/ convey a good marketable title by the Developer with respect to the portion of the plotted colony other than what the Developer has agreed to allocate to the Owners as per the terms of the Agreement.

The Owners agree that they will never deny the factum of this Agreement and shall never revoke any agreement, documents, things which relates to the transfer of their possession, rights, title, interest in the said Land and in the event that they have any claims against the Developer or any person who happens to acquire any of the Developed Plots in the said Land, the sole remedy available to the Owners shall be only a claim for monetary damages, which they acknowledge to be sufficient and complete remedy thereto.

18. **Mortgage/Loan:**

That the Developer shall subsequent to grant of licence for development of the said Land be fully entitled, empowered and authorized to mortgage and/or create charge over his share of said Land/share after allocation of the share of the Owners and the Owners shall sign all papers required for creation of such a charge. The Developer in his own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in him by virtue of irrevocable Power of Attorney issued by the Owners. The Owners are also handing over the original title documents of the Land to the Developer for the purposes of creating a mortgage and obtaining a construction loan facility. The Owners shall guarantee the loan facilities which will be restricted to the Land being mortgaged with lender bank / financial institution. However, the Owner's share shall be free from all encumbrances, charges, liens etc. at the time of handing over the possession of the same to them. For the said purpose the Owners hereby agree and undertake to give a no-objection certificate to the Developer and execute a registered special power of attorney in favour of the Developer for availing the construction loan by mortgaging the Land. The No Objection Certificate and Special Power of Attorney shall be executed by the Owners in favour of the Developer or his nominee.

19. **Taxes & Cesses:**

That all the rates, cesses, taxes and demands due and payable to revenue or any other authority, upto the date of signing of this Agreement, shall be the exclusive responsibility/liability of the Owners. After the date of signing of this Agreement, the same shall be the exclusive responsibility of the Developer till the completion of the Project. Thereafter, the same shall be borne by Owners and Developer jointly in proportion of their respective shares in the said Land.

That if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owners, it is a condition of this Agreement that the work of development and / or completion of the said building and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owners and / or any other person claiming rights under them.

That the Parties individually shall solely be liable with respect to their respective Income Tax and other fiscal liabilities for their respective shares and / or proceeds thereof under this agreement.

20. **Developer's Share:**



As per the terms of this Agreement, the Developer shall be entitled to develop, sell and transfer the plots and other saleable area of the Project/Land (except Owners' Share) approved by the Competent Authority on the said Land. Developer's Share shall mean the area available for development on the said Land less Owner's Share.

The Owners have undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for the transfer of any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time after the License is obtained and after share of the owners is allocated in this respect and Developer shall be fully competent to enter into any agreement and accept cheques, pay order, draft, etc. from all such transferees in its own name and shall be fully competent to issue receipts for all such payments received in its own name.

The Owners undertake not to claim any right, title or interest in any area of the plotted residential colony, other than their share as agreed herein to be developed over the Land or in plotted colony developed by the Developer. The Developer shall be the sole beneficiary of all the right, title and interest with respect to the plotted residential colony other than plots so allotted to the Owners. The Developer shall be within its own rights to transfer any right, title or interest in any portion of its share in the plotted residential colony to any third party in its sole and absolute discretion.

21. **Advertisement:**


That the Developer shall be solely entitled to advertise the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit. The Developer shall be free to put up sign boards etc. on the said Land or at other places, in any manner and as such it shall be fully entitled to invite prospective buyers/customers to the site.

22. **Maintenance Agreement:**

The plotted/ additional plotted residential colony to be developed over the Land shall be maintained by the developer or its nominee or designated maintenance agency (hereinafter referred to as the "Maintenance Agency"). The transferees of the Owners' allocated Plots or the Owners, in the event the plot(s) is being retained by the Owners, agree to enter into a standard maintenance agreement with the Maintenance Agency for all the plots allocated to the Owners, when the possession of such plots is offered to the Owners or their transferees. The Owners or their transferees, as the case may be, shall pay such maintenance charges, fees, security deposits, etc. against the allocated plots as may be demanded by the Maintenance Agency from time to time, starting from offer of possession.

23. **Plot Buyer's Agreement:**

The Developer simultaneous to the transfer of Land by way of registered sale deed and/or such other documents for effectively transferring the ownership rights in favour of the Developer or its nominee(s), shall hand over the allotment letters and standard plot buyer's agreement to the Owners in respect of the specific plots of various sizes. In case the Owners fail to execute and register the deed or documents for effectively transferring the ownership rights in respect to the Land in favour of the Developer or its appointed nominee(s) or assignee(s), the attorney of the Owners,



i.e., the Developer, shall be competent and entitled to execute and register sale deed in respect of land of the Owners on the basis of irrevocable power of attorney(s) executed and registered by the Owners in favour of nominee of the Developer.

24. **Arbitration:**

This Agreement shall be governed, construed and enforced in accordance with the laws of India and subject to arbitration, the courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Agreement. In case of any dispute, controversy or claim arising out of or relating to this Agreement or in relation to the breach, termination or invalidity thereof, the Parties agree that such dispute, controversy or claim shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any of its amendments. The venue of arbitration shall be Gurugram, Haryana. The arbitral tribunal shall consist of a panel of sole arbitrator, to be mutually agreed by the Parties. In case the Parties fails to appoint sole arbitrator then the same shall be appointed by Hon'ble High Court of Punjab & Haryana, Chandigarh. The arbitration proceedings shall be conducted in English language. The arbitral award given by the arbitral tribunal shall be final and binding on the Parties.

25. **Compliance of the License:**

The Owners shall be bound to comply with all the terms and conditions of licence issued for the development of the portion of the Land into a plotted / additional plotted residential colony and the terms and conditions of the DGTC in respect of the land sought to be developed.

26. **Marketing Rights:**

The Developer in its own rights and at its sole discretion shall employ dedicated team for the marketing of its share of the plotted residential colony and incur all expenses with respect to the same from its own resources without any interference from the Owners. The Owners on the other hand shall have exclusive rights to market their allocated Plots as per their shares out of their own expenses and resources. However, as the Developer has substantial resources to market the plots to the prospective buyers through its wide network of agents and means, it can facilitate the marketing of the plots of the Owners, if they so desire. In this respect the Developer shall charge a mutually agreed administration charges at such time from the Owners and the Owners shall execute requisite documents to grant such right to the developer as and when the Owners desires to market the allocated Plots to its prospective buyers.

27. **Assignment:**

The Owners agrees and consents that the Developer may further assign and nominate to any other person the development of the Land and sale of the development rights, as the Developer may in its sole and absolute discretion deem fit and proper. The Owners agrees and undertakes to execute any further document in favour of such third person as directed by the Developer in this behalf without any demur and protest.

28. **Execution of additional documents:**

The Parties herein agree and undertake to sign and execute all such documents, deeds, power of attorneys, sale deeds, etc. which may be necessary for effectively



transferring the allocated Plots in favour of the Owners and for transferring the rights, title and interests in the Land in favour of the Developer.

29. **Miscellaneous:**

The Parties agree and acknowledge that this Agreement does not amount to any partnership or joint venture between the Parties.

30. **Force Majeure:**

This agreement shall be subject to force majeure and circumstances beyond the reasonable control of the Parties.

"Force Majeure" means each or/and any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:

- (a) act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- (b) delay on part of the contractor deployed on the Land in the execution of the work, beyond the reasonable control of the Developer;
- (c) explosions or accidents, pandemic, lockdown air crashes and shipwrecks, act of terrorism;
- (d) strikes or lock outs, lock-down, curfew, industrial disputes;
- (e) the calling into question of the title and possessory rights of the said Land;
- (f) non-availability/shortage of labour, cement, steel or other construction/raw material for any reasons whatsoever including but not limited to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (g) Increase in the cost of the raw materials or commercial impracticability to an extent that the project becomes economically unviable.
- (h) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (i) the promulgation of, or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental, statutory authority or tribunal that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (j) any legislation, order or rule or regulation made or issued by the Government or the refusal, delay, withholding, or denial of the grant of necessary approvals/certificates by any other authority in connection with or related to the development over the said Land or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes subject matter of any suit / writ before a competent court, for any reason whatsoever;
- (k) any prevailing or future government rule or regulation impeding the fiscal/commercial viability of the project.

31. **Specific Performance:**

The Owners agree that it would be impossible or inadequate to measure and calculate Developer's damages from any breach by the Owners of the terms of this Agreement and more specifically this clause, and that any breach will cause irreparable harm and damage to the Developer. Accordingly, the Owners agree that if they breach any provisions of the Agreement, the Developer will have available, in addition to any other right or remedy available under law or equity, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to seek specific performance of any provision of this Agreement or any agreement in pursuance thereof. The Owners further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

That as per the mutual consent of the parties and in terms of this Agreement, on receipt and acknowledgment of the allocation of Plots through Allotment Letters, the Owners shall after being fully satisfied and accepting the same to be final and binding in all respect, shall admit and undertake that the rights, title and interest pertaining to the said Land shall also stand transferred in favour of the Developer and the Owners shall cease to have any title or ownership rights over the Land. The Developer subsequent to allocating the respective Plots to the Owners would be performing its part of fulfilling all the obligations and understanding in terms of the Agreement, for all purposes, and therefore, by virtue of this Agreement only, all the rights, title and interest of the Owners, in respect of the Land and those accruing out of the Agreement shall be deemed to be transferred in favour of the Developer for all the future purposes. Further, it is the inherent condition of this Agreement, that subject to fulfillment of the obligations of the Developer as stipulated in this Agreement, the Developer shall have every right to get the Land transferred/conveyed in its favour by virtue of this Agreement only and/or through the GPA executed and registered in this respect without making any reference or taking consent from the Owners and the Owners shall not object to the same in any manner whatsoever.

The Parties hereby acknowledge that the Developer and the Owners are independent entities and have negotiated this Agreement as such. Neither of the Parties shall have the authority to bind the other in any respect, except insofar as provided in this Agreement, and are personally and solely responsible/liable for their actions and those of their agents or employees.

32. This Agreement is non-terminable except with mutual consent and non-assignable by the Owners to any third party and for the removal of doubt the Owners can only exercise any rights and obligations that they have against the Developer jointly and not severally.

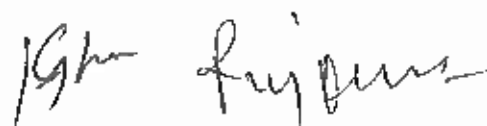
33. **REPRESENTATIONS AND WARRANTIES BY THE OWNERS**

- (a) The Owners have read carefully the terms of this Agreement.
- (b) The Owners have been informed by the terms of this document that Owners may have this document reviewed by Owners' own attorneys.
- (c) (i) Owners have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of executing this Agreement;
- (ii) have carefully read each and every paragraph of this Agreement and knows



and understands the contents thereof; and (iii) have made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as it deems necessary or desirable.

- (d) The Owners were given reasonable time in which to consider this Agreement.
- (e) The Owners entered into this Agreement voluntarily and without compulsion of any kind.
- (f) The Owners shall be entirely responsible for payment of income tax or any other personal taxes as may be applicable with regard to the sale of Owners' allocation and/ or and the sale proceeds received by the Owners thereof.
- (g) The Owners have examined all the above mentioned documents, as provided by the developer.
- (h) The Owners agree that in case the Land or any part thereof is ever notified for acquisition by the State Govt. either for development of sector roads or for development of green belt or for any public use or for any reason whatsoever, then, the Owners assures and warrants that they shall not take any compensation from the Government of Haryana or any other authority and further they shall not take any action in this regard without the consent of the developer. The Owners further represent and warrant that they shall immediately inform and/or provide such communication, letters, notices etc. to the Developer and the Developer shall be fully competent for taking such legal action as may be deemed fit to secure the best interest of the Parties and the project as well.
- (i) The Owners represent and warrant that they shall never create any encumbrance or charge of any kind whatsoever, during the subsistence of the present collaboration agreement over the Land and shall keep the title clean and marketable for all purposes.
- (j) The Owners shall sign all requisite letters, undertaking(s) and related documents pertaining to development of the land and render all possible cooperation to the Developer to procure such permissions as may be required.
- (k) The Owners represent and warrant that they shall be bound to comply with the terms and conditions of the License and in case they fail to comply with the same at any point of Development of the Project, then they shall be jointly and severally liable for the consequence arising therefrom and shall indemnify the Developer against any penal consequences and/or monetary loss caused to the Developer on account of such breach, if any.
- (l) The Owners have executed irrevocable power of attorneys for the specified purposes as mentioned hereinabove. In this regard, the Owners represent, warrants and undertake that they shall never revoke the said power of attorneys until the sale deed or such other document is executed for the transferring of rights, title and interests in the Land in favour of the Developer.



- (m) The Owners hereby undertake and warrant that upon receipt of the original allotment letter by them, the Developer is fully entitled to get the said Land or any part thereof, registered either in its favour or any other party/person nominated by the Developer, without any further reference to the Owners on the basis of the aforementioned registered GPA and / or this Agreement and the Owners shall have no objection to the same and the Owners shall provide all assistance and documents as may be required by the Developer in order to fulfill their obligation under this clause.
- (n) That the Owners and Developer 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 between them of their own free will without any coercion or third party influence and after its contents have been read over and explained to the Owners in vernacular language.
- (o) Except as otherwise agreed to by the Parties in writing, each Owner shall be jointly and severally responsible to the Developer for failure to comply with, and each Owner guarantees the compliance with, all such applicable responsibilities and obligations, restrictions and limitations in accordance with the terms and conditions of this Agreement. Further, it is clarified that the rights and responsibilities accruing to the Developer under this Agreement shall not be affected in any manner by reason of inter-se disputes amongst the Owners and/ or failure on the part of a Owner to comply with terms and conditions of this Agreement.

34. **REPRESENTATIONS AND WARRANTIES BY THE DEVELOPER**

- (a) The Developer represents and warrants that they shall develop, the said Land at its costs, expenses and resources after procuring the requisite permissions, sanctions and approvals from all competent authorities and shall arrange all resources as regards the entire cost and expenses to be incurred in the completion of the said Project and further shall abide by all the rules and guidelines laid in this regard by the concerned departments and authorities.
- (b) The Developer represents and warrants that the Bank Guarantee, for the payment of External Development Charges and Internal Development Works shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
- (c) The Developer represents and warrants that they shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses for developing the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
- (d) The Developer represents and warrants that the Owners' share shall be free from all sort of encumbrances, charge, lien etc. at the time of handing over the



possession of the same to the Owners in case Developer in his own rights creates charge and/or mortgage over the said Land on the basis of powers vested in him by virtue of irrevocable Power of Attorney issued in favour of it or its nominees.

- (e) The Developer represents and warrants that all the rates, cesses, taxes and demands due and payable to Revenue or any other authority prior to the date of signing of this Agreement, shall be the exclusive responsibility/liability of the Owners. After the date of signing of this Agreement, the same shall be the exclusive responsibility of the Developer till the completion of the Project. Thereafter, the same shall be borne by Owners and Developer jointly in the proportion of their respective shares in the said Land.
- (f) The Developer represents and warrants that all costs of stamping, engrossing, and registration of this Agreement or any future agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
- (g) The Developer represents and warrants that they shall at all times during the currency of this agreement and also till the completion of this project keep the owners indemnified from any acts of omission or commission which is detrimental to the interests of the Owner.

35. **ENTIRE AGREEMENT**

This Collaboration Agreement constitutes (along with the documents referred to in this Collaboration Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter and supersedes all prior agreements between the Parties with respect to its subject matter. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

36. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns and the legal heirs-in-interest.

37. **SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.


38. **NOC FOR MERGER/DE-MERGER/RE-ORGANIZATION EXERCISE**

The Developer is in the process of merger/de-merger/re-organization exercise along with its parent/ subsidiary /sister/associate/other companies and the Owners confirm that they have no objection to the scheme of merger/de-merger/re-organization etc., and the Owners shall not raise any claim or objection in this regard even if the




consequence of such merger/demerger is the change in constitution or change in the shareholding pattern or directors.

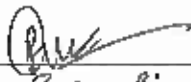
IN WITNESS WHEREOF the parties have signed this Collaboration Agreement at Gurugram on the date, month and year first above written in the presence of witnesses.



(OWNERS)


(DEVELOPER)
Through Authorized Signatory


WITNESSES:

1. 
Name: Shiv Kumar Singh
Address: Advocate
Distt. Court, Gurugram

2. 
Name: Prem Singh Mahesh Lal
Address: 1381/16 FND


Dated by me as per
instruction of Both Parties
Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram

14/6/23

Shiv Kumar Singh

Advocate

Shiv Kumar Singh (Advocate)
Distt. Court, Gurgaon
Gurgaon, Haryana



SCHEDULE-I**DESCRIPTION OF LAND**

Land admeasuring 2.03125 acres (16 Kanal 05 Marla) situated in village Dhankot, Sector 102, Sub-tehsil Kadipur and District Gurugram, Haryana

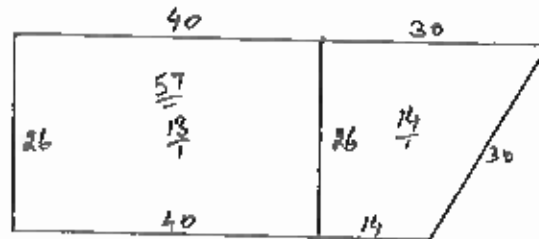
Land Owner	Khewat No.	Khatoni No.	Area in Acres	Rect. No.	Killa No.	Kanal	Marla
Satpal Singh Dahiya and Sh. Raj Kumar Dahiya both Son of Sh. Raghu Nath Dahiya	172	174	2.03125	57	13/1	5	16
					14/1	3	8
					19/2	7	1
Total			2.03125			16	05

Sh. Raj Kumar

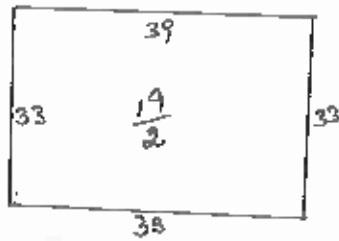
SCHEDULE - II
DEMARCATON OF THE LAND

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1/8th figure

SCHEDULE – III

Details of payment made towards Security Deposit

Details of Non - Refundable Security Deposit in respect of 2.03125 acres land in Sector 102, Gurugram

S.No.	Cheque issued in favor of	Gross Amount in Rs.	TDS@1% in Rs.	Net Cheque Amount in Rs.	Cheque No.	Cheque Date	Drawn on
1	Satpal Singh Dahiya	1,01,56,250	1,01,563	1,00,54,688	022853	24-04-2023	IndusInd Bank New Delhi
2	Rajkumar Dahiya	1,01,56,250	1,01,563	1,00,54,688	022854	24-04-2023	IndusInd Bank New Delhi
Total		2,03,12,500	2,03,125	2,01,09,375	NA	NA	NA

19/5/23 *for per*

