



Certificate No. G0U2024K3592

Stamp Duty Paid : ₹ 6400000
(Rs. Only)

GRN No. 124129993



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Mega infraprojects pvt ltd

H.No/Floor : 3rd Sector/Ward : Ot-14

LandMark : Next door parklands sector 76

City/Village : Faridabad District : Faridabad

State : Haryana

Phone: 99*****75

**Buyer / Second Party Detail**

Name : Bptp limited

H.No/Floor : 3rd Sector/Ward : Ot-14

LandMark : Next door parklands sector 76

City/Village: Faridabad District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Collaboration agreement for land admeasuring 17K 15 5M in village Kherki Majra Sector 102 Gurugram
Mega Infraproject Pvt Ltd Vs BPTP LimitedThe 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~~ NOVEMBER, 2024 EXECUTED BETWEEN MEGA
INFRAPROJECTS PRIVATE LIMITED AND COUNTRYWIDE PROMOTERS PRIVATE
LIMITED.

PID 1CCCG516

Value of Property : 31,99,68,000/-

Stamp duty : 64,00,000/-

प्रलेख न:11683

दिनांक:22-11-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर खेडकी माजरा धनकोट

धन संबंधी विवरण

राशि 319968000 रुपये

स्टाम्प ड्यूटी की राशि 6399360 रुपये

स्टाम्प नं : g0u2024k3592

स्टाम्प की राशि 6400000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:124130485

पेस्टिंग शुल्क 0 रुपये

Drafted By: SHIV KUMAR ADV

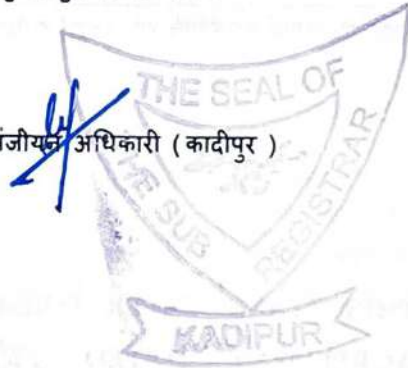
Service Charge:0

यह प्रलेख आज दिनांक 22-11-2024 दिन शुक्रवार समय 1:29:00 PM बजे श्री/श्रीमती /कुमारी
मैसर्स मेगा इन्फ्राप्रोजेक्ट प्रा लिथ्रु KARANOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

मैसर्स मेगा इन्फ्राप्रोजेक्ट प्रा लि

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी BPTP LIMITED थ्रु INDERJEETOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को
दोनों पक्षों

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

निवासी 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)

दिनांक 22-11-2024

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is executed on this 22nd day of November, 2024 at Gurugram, Haryana;

BY AND BETWEEN

MEGA INFRAPROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad, Haryana-121004 acting through its Authorized Signatory Sh. Karan Singh through Board regulation dated 11/11/2024 (hereinafter referred to as the "**Land Owner**", 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 **FIRST PART**;

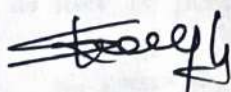
AND

BPTP Limited (Countrywide Promoters Private Limited now merged with BPTP 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 Signatory Sh. Inderjeet S/o Sh. Sukhpal vide latter of authority dated 21/11/2024 (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 **SECOND PART**

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

WHEREAS:

- A. Landowner represents and confirms that it is the absolute owner of and in lawful possession of area admeasuring 17 Kanal 15.5 Marla (2.221 acre), in the revenue estate of villages Kherki Majra, Dhankot, Sector 102, Gurugram, which is more particularly described in **Schedule I** hereto (hereinafter referred to as "**Subject Land**") and is desirous of contributing the Subject Land for the development of Project.
- B. The Developer intends to develop a residential project over land parcels admeasuring **12.05 acres (96 Kanal 8 Marla)** ("**Total Land**") vide License no. 123 of 2014 dated 22.08.2014 and along with Permission for allocating FAR of 350 (175 to 350) in intense zone under ToD policy dated 09.02.2016 in Group Housing colony over an area measuring 12.05 acres bearing Licence no. 123 of 2014 situated in villages Kherki Majra, Dhankot, Sector 102, Gurugram, Haryana ("**Project**").
- C. The Subject Land is comprised in the Total Land.
- D. 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 residential plotted colony under Group Housing Colony, Commercial Colony, additional license for Residential Plotted Colony, Additional license for Group Housing Colony, SCO Plots, Affordable Group Housing Colony, Deen Dayal Jan Awas Yojna, etc.



Reg. No.

Reg. Year

Book No.

11683

2024-2025

1



पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru KARANOTHER मैसर्स मेगा इन्फ्राप्रोजेक्ट प्रा लि

दावेदार :- thru INDERJEETOTHERBPTP LIMITED

गवाह 1 :- SHIV KUMAR ADV

गवाह 2 :- DEEPAK KUMAR ADV

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11683 आज दिनांक 22-11-2024 को बही नं 1 जिल्द नं 299 के पृष्ठ नं 141.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2555 के पृष्ठ संख्या 13 से 16 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 22-11-2024

उप/संयुक्त पंजीयन अधिकारी कादीपुर

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:

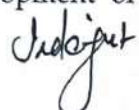
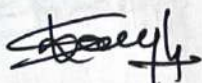
- 1.1. The Land Owner represent that it is the actual, absolute, legal owner of the Subject Land and are in actual, vacant, peaceful, physical possession of the Subject Land.
- 1.2. The Parties intend to seek license(s)/ additional license(s) from the DTCP for such usages as may be permitted under the law including but not limited to the development of a residential plotted colony, Group Housing Colony, Commercial Colony, additional license for residential plotted colony, Additional license for Group Housing Colony, SCO Plots, Affordable Group Housing Colony, etc..

2. CONFIRMATION OF THE CONDITIONS ESSENTIALLY:

- 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 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 and RERA.
- 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 it may deem fit as mentioned hereinabove. The Land Owner shall extend full cooperation 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 rules including but not limited Haryana Development and Regulation of Urban Areas Rules, 1976 with the 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 confirm and affirm 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. 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, Group Housing Colony, Commercial Colony, additional license for Residential Plotted Colony, Additional license for Group Housing Colony, SCO Plots, Affordable Group Housing Colony, etc.

4. **POSSESSION:**

- 4.1. The Land Owner has 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 agree that they shall not reclaim the said possession hereafter under any circumstances.

5. **DEVELOPMENT OF THE PROJECT AND ITS COST AND EXPENSES**

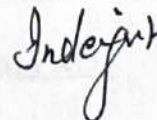
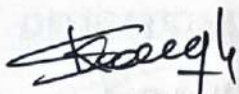
- 5.1. That the entire costs and expenses required for carrying out construction, development, and completion of the Project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges, and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Subject Land shall be wholly borne by the Developer. The Land Owner shall not be responsible for the payment of 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 have 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 Land to the Developer, to develop and construct the intended Project thereon on the terms and condition contained herein; (b) providing absolute right to the Developer to sell the units/plots and other saleable area of the Project 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, prior to receipt of occupation certificate / part occupation certificate/ completion certificate / part completion certificate of the Project, pay 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 land, 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 occupation certificate / part occupation certificate / completion certificate / part completion certificate of the Project, 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 LANDOWNER**

- 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.

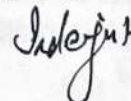
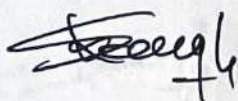


- 7.2. The Land Owner undertake irrevocably to constitute the Developer and/or its nominees as its attorney to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions for the various authorities and to do such acts, deeds and actions 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 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 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 undertake to execute a general power of attorney and special power of attorney, as may be required, duly registered with the Sub-Registrar 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. The Land Owner shall also issue the board resolution(s) in favour of nominee(s) of the Developer to act on its behalf with respect to acts and deeds that the Land Owner have empowered to do on its behalf under the registered power of attorney/attorneys or for which the Developer has been obligated under this Agreement.
- 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, without prior permission from the Developer.

8. OBLIGATION OF DEVELOPER TO OBTAIN APPROVALS:



- 8.1. The Developer shall appear and represent, on a day to day basis, the Land Owner before the Central/State/ Local government offices/ Authorities/ Departments including but not limited to Haryana Shehri Vikas Pradhikaran ("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, HRERA or any other concerned authority (collectively as "Governmental Authorities") 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. 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.
- 8.3. 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 do all such things as may be required with respect to the entire Project.
- 8.4. The Developer shall apply and seek Completion Certificate/Occupation 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.
- 8.5. 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.
- 8.6. The Developer shall be entitled to develop the Project such as additional Residential Plotted Colony or Group Housing Colony or Commercial Colony or SCO Plots or Affordable Group Housing Colony over the Subject Land as may be permitted by the DTCP.



- 8.7. 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.
- 8.8. 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, or any other requisite Governmental Authorities or judicial/ quasi-judicial authority.
- 8.9. 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.
- 8.10. 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.
- 8.11. 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 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.

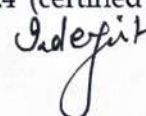
9. **RIGHT TO OBTAIN FINANCIAL SUPPORT FROM BANKS/ NBFCs/FIIs FOR CONSTRUCTION FINANCE:**

- 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. Further, pursuant to order of the Hon'ble National Company Law Tribunal, Chandigarh Bench, Chandigarh in CP (CAA) No.26/Chd/Hry/2023 dated 20.09.2024 (certified true



copy dated 26.09.2024), Countrywide Promoters Private Limited merged with BPTP Limited and all rights, entitlements, and obligations of Countrywide Promoters Private Limited with respect to the Subject Land, stand transferred to BPTP Limited.

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 Gurugram on the date, month, and year first above written in the presence of witnesses.

For & on behalf of
Mega Infraprojects Private Limited

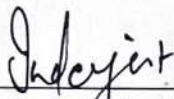


Mr. Karan Singh
(Authorized Signatory)





Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram
22-11-24

For & on behalf of
BPTP Limited (Countrywide Promoters Private Limited now merged with BPTP Limited)



Mr. Inderjeet
(Authorized Signatory)

WITNESSES:

<p>1. Sign: </p> <p>Name: <u>Shiv Kumar Singh (Advocate)</u> Distt. Court, Gurugram</p> <p>Address: _____</p>	<p>2. Sign: </p> <p>Name: <u>Deepak Kumar</u> Advocate Distt. Court, Gurugram</p> <p>Address: _____</p>
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SCHEDULE-I
DESCRIPTION OF THE SUBJECT LAND

Lands measuring 17-15.5 or 2.221 Acres situated in villages Kherki Majra Dhankot, District Gurugram, Haryana, and comprised in the following Rectangle Numbers:

1. M/s Mega Infraprojects Pvt. Ltd.

Village	Rect. No.	Killa No.	Area
Kherki Majra	66	2/1	5-13
		1	8-0
	67	5/2	4-0
		Total	17-13

khewat / khatoni

Year
2018-19

310 / 384

2. M/s Mega Infraprojects Pvt. Ltd. 22/819 share.

Village	Rect. No.	Killa No.	Area
Kherki Majra	63	17/1	2-3
		24/2	2-8
		Total	4-11 (0-2.5)

262/297

G. Total 17-15.5 or 2.221 Acres



Indrajit