

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 17/12/2022

Certificate No. G0Q2022L3221



Stamp Duty Paid : ₹ 1735000

GRN No. 97290354



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Balbir Singh

H.No/Floor: Na

Sector/Ward: Na

LandMark: Sanp ki nagli sohna

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 98\*\*\*\*\*07

Others: Sunil kumar, sachin, krishan pal, bhim singh, samay singh



Buyer / Second Party Detail

Name: Devatwal and devatwal Developers Private limited

H.No/Floor: W/99

Sector/Ward: 48

LandMark: Uppal southend sohna road

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 98\*\*\*\*\*07

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>

11260  
2-2-23

SOHNA

COLLABORATION AGREEMENT

Type of Deed : COLLABORATION AGREEMENT

Stamp Duty : Rs.17,35,000/-

Stamp Number : G0Q2022L3221

GRN No. /Dated : 97290354 / 17-12-2022

Issued by : Govt. Of Haryana

Balbir Singh

समय

Bhim Singh Sachin

23 दिसंबर 2022

Devatwal and Devatwal Developer Pvt. Ltd.

Authorized Signatory

प्रलेख न:11260

दिनांक:02-02-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन संबंधी विवरण

राशि 101 रुपये

स्टाम्प ड्यूटी की राशि 2.01999998092651 रुपये

स्टाम्प नं : G0Q2022L3221

स्टाम्प की राशि 1735000 रुपये

रजिस्ट्रेशन फीस की राशि 100  
रुपये

EChallan:97290249

पेस्टिंग शुल्क 0 रुपये

Drafted By: DR YADAV ADV

Service Charge:0

यह प्रलेख आज दिनांक 02-02-2023 दिन गुरुवार समय 5:46:00 PM बजे श्री/श्रीमती /कुमारी

Bhim Singh पुत्र Sunder Lal Balbir Singh पुत्र Sunder Lal Samay Singh पुत्र Sunder Lal Sunil Kumar पुत्र Roshal Lal Krishna Pal पुत्र Roshan Lal Sachin पुत्र Roshan Lal निवास Sohna द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

*Bhim Singh*  
*Balbir Singh*  
*Samay Singh*  
*Sunil Kumar*  
*Roshan Lal*  
*Sachin*

हस्ताक्षर प्रस्तुतकर्ता

Bhim Singh Balbir Singh Samay Singh Sunil Kumar Krishna Pal Sachin

*[Signature]*  
उप/संयुक्त पंजीयन अधिकारी (सोहना)

TEHSILDAR  
SOHNA

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Devatwal and Devatwal Developers Pvt Ltd thru Suresh Kumar OTHER हाजिर है ।

प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी MAHESH पिता --- निवासी SOHNA व

श्री/श्रीमती /कुमारी MANOJ पिता ---

निवासी SOHNA ने की ।

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

SOHNA

*[Signature]*  
उप/संयुक्त पंजीयन अधिकारी (सोहना)

TEHSILDAR

SOHNA

TEHSILDAR

THIS COLLABORATION AGREEMENT ("hereinafter referred to as **Agreement**") is executed on this 31th day of January, 2023 ("hereinafter referred to as Execution Date")

**BY AND AMONGST**

1. (1) **Bhim Singh** (Aadhar No. 4758 8269 6337) S/o Sh. Sunder Lal R/o Samp ki Nangli, Sohna Road, Gurugram, Haryana-122103, (2) **Balbir Singh** (Aadhaar No. 7563 9750 8419) S/o Sh. Sunder Lal R/o Sanp Ki Nangli, Sohna Road, Gurugram, Haryana-122103, (3) **Samay Singh** (Aadhaar No. 5378 2399 3410) S/o Sh. Sunder Lal R/o Samp ki Nangli, Sohna Road, Gurugram, Haryana-122103, (4) **Sunil Kumar** (Aadhaar No. 7240 6876 1288) S/o Sh. Roshan Lal R/o Ward No. 20, Samp ki Nangli, Gurugram, Haryana-122103, (5) **Mr. Krishan Pal** (Aadhaar No. 7591 1953 3212) S/o Sh. Roshan Lal R/o Samp ki Nangli, Gurugram, Haryana-122103 and (6) **Mr. Sachin** (Aadhaar No. 6027 6924 5896) S/o Shri Roshan Lal R/o Samp Ki Nangli, Gurugram, Haryana-122103 hereinafter jointly and severally referred to as the "**Owner/ FIRST PARTY**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include his/her respective heirs, executors, administrators, successors, permitted assigns, etc.;

**AND**

2. **DEVATWAL AND DEVATWAL DEVELOPERS PRIVATE LIMITED** (PAN No. AAHCD2375D) a company incorporated under the provisions of the Companies Act 1956, having its office at Plot No. W-99, Sector-48, 49 Uppal's Southend Sohna, Road, Gurugram, Haryana acting through **Mr. Suresh Kumar** (Aadhar No. 6293 2159 1062) duly authorized vide Board Resolution dated 02.01.2023 hereafter jointly and severally referred to as the "**Developer/ SECOND PARTY**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include its respective executors, administrators, successors-in-interest, nominees, assigns, etc.;

**WHEREAS** the Owner and Developer shall hereafter be collectively referred to as the "**PARTIES**"

**WHEREAS** the FIRST PARTY is the absolute owner in possession of land bearing Khewat/Khata No. 1845/2056 Rect. No. 111, Killa No. 2/2(4-18), 8(8-0), 9(8-0), 10(8-0), total kita 4, measuring 28 kanal 18 marla - full share and Rect. No. 111, Killa No. 3 min south ( 5 - 16 ) shalam share total measuring 34 kanal 14 marla vide Jamabandi for the year 2016-2017 situated in the revenue estate of Village Sohna Tehsil Sohna and District Gurugram (Haryana), (hereinafter referred to as the **Said Land**).

Balbir Singh      अंगुल एतए      Samay      Bhim Singh      Sachin      31/01/2023

Devatwal and Devatwal Developer Pvt. Ltd.

Authorized Signatory

Reg. No.

Reg. Year

Book No.

11260

2022-2023

1



पेशकर्ता



दावेदार



गवाह



Bhim Singh

Sunil Kumar

Sachin Samay

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- Bhim Singh Balbir Singh Samay Singh Sunil Kumar Krishna Pal  
Devatwal and Devatwal Developer Pvt. Ltd.  
Sachin

दावेदार :- thru Suresh Kumar OTHER Devatwal and Devatwal Developers Pvt  
Ltd. S. Kumar *Authorised Signatory*

गवाह 1 :- MAHESH 4521

गवाह 2 :- MANOJ Manoj Kumar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11260 आज दिनांक 02-02-2023 को बही नं 1 जिल्द नं 78 के पृष्ठ नं 193.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 49 के पृष्ठ संख्या 58 से 61 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 02-02-2023

उप/सयुक्त पंजीयन अधिकारी( सोहना )



*Shikha*

TEHSILDAR  
SOHNA

**AND WHEREAS** the FIRST PARTY have further represented that they have an un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s) or notifications under the land Acquisition act or any encumbrance of whatever kind over the said land and that the said land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature as per the approved draft plan;

**AND WHEREAS** the SECOND PARTY being a developer of repute, holds sufficient expertise in the development of lands, colonies, Group Housing Schemes Commercial Towers, etc.

**AND WHEREAS** THE FIRST PARTY is now desirous of developing the said land but lacks expertise in development and construction and have accordingly approached the THE SECOND PARTY with a proposal of collaboration, wherein the THE SECOND PARTY shall develop the said Land;

**AND WHEREAS** THE SECOND PARTY has acceded to the request of the FIRST PARTY and the land of the THE FIRST PARTY shall be used and developed as per the conditioned enumerated below and both the PARTIES have therefore agreed to enter into the present Collaboration Agreement;

**AND WHEREAS** That the PARTIES hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual cooperation keeping in view the interest of each other and to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this agreement.

**NOW THIS AGREEMENT WITNESSETH AS HEREUNDER IS HEREBY AGREED TO AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Development Rights**

1.1. That the FIRST PARTY hereby grants absolute development and marketing rights to the SECOND PARTY, as mentioned hereunder, as well as exclusive and absolute right to develop the said Land in terms of acquired licenses, sanctions and approvals either themselves or through any person(s) and market the same on such terms and conditions as may be decided by the SECOND PARTY.

Balbir Sinal

०१६०१५१०

Samay Bhan Singh Sachin

Devatwal and Devatwal Developer Pvt. Ltd.

Authorised Signatory

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1.2. That the SECOND PARTY shall have absolute right, authority and power, in exclusion to the FIRST PARTY or any person or any entity claiming through or under them, on all or any matters pertaining to the development of the Said Land including to decide plans, design, details, lay outs, specifications, the architectural elevations, pattern, executions and implementations of the construction, amenities, facilities, preparation. and finalization of project report/master plan, selection and appointment of architect and all other consultants, contractors, suppliers vendors and agents etc on such terms and conditions as the SECOND PARTY may independently decide and take all decisions with respect to all matters directly and indirectly related with the development of the said Land.

1.3 That the FIRST PARTY shall execute a General Power of Attorney in favour of the SECOND PARTY granting all rights to the SECOND PARTY with respect to the entire said Land.

1.4 That the SECOND PARTY shall develop the said Land in accordance with the 'Deen Dayal Jan Awas Yojana' and also construct a temple and club house on the said Land (hereinafter referred to as the "Project"). The SECOND PARTY shall be entitled to develop the said Land, upon mutual understanding of the PARTIES, under any other government scheme as well instead of the aforesaid scheme in case a new or better scheme by the Government comes in force.

1.5 That the SECOND PARTY shall have sole and exclusive complete power and authority to sign and apply and follow-up with all the concerned Regulatory Authorities in matters relating to grant of license/renewal of licenses, any transfer of beneficial interest, make application for addition of the said land or any part thereof as per of exiting license and/ or for additional license, apply and to get Change of Land Use (CLU), permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, Haryana State Industrial Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local/State/Central Government in respect of commencement and completion of development of the said land to get sanctions, changes, modifications, amendments and approvals of layout plan, building plans, zoning plans, occupation/completion certificates, etc., as required under the law for the development, construction and completion of plots, etc., and to sign, submit all Forms, undertakings, agreements, affidavits, declarations, applications, bonds, provide bank guarantee etc., on behalf of the FIRST PARTY or any constituents of FIRST PARTY, as may be required from time to time by the concerned authority in connection therewith by the concerned authorities under Haryana Development and Regulation of Urban Areas Act, 1975 or any applicable law.

Bhawir Sinal

02/01/21 Sarnay Bhimsingh Sachin 30/10/2021

Devatwal and Devatwal Developer Pvt. Ltd.

Authorised Signatory  
Kumar

1.6 That the original title deeds of the said Land shall be handed over by the FIRST PARTY to the SECOND PARTY at the time of signing the present collaboration agreement.

1.7 That the FIRST PARTY shall also transfer the title of the said land by way of any document(s) or sale deed(s) as may be desired by the SECOND PARTY for the development of the same in favor of the SECOND PARTY and/or its nominees in addition to the General Power of Attorney if the need so arises in furtherance of the present Agreement, at the cost and expenses of the SECOND PARTY.

1.8 That the FIRST PARTY hereby grants absolute, irrevocable authority and permission to the SECOND PARTY to develop the said land and/or any other development as may be permissible under law under the 'Deen Dayal Jan Awas Yojana' or the relevant scheme of the Government and for that purpose, the FIRST PARTY shall put the SECOND PARTY in absolute possession of the said land at the time of signing of this agreement.

1.9 That the SECOND PARTY shall have all power and authority to sign, file, submit and obtaining lay out plan, building plan, services plan, revised/modified building plan, services plan, any other plan before the concerned authorities including but not limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA)/Haryana State Industrial Development Corporation Ltd (HSIDC Ltd)/Municipal Authority, and/or any other local / authority under the State Government and/or Central Government authorities in charge of sewer, water, electricity, highways, Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, Income-tax Department any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.

1.10 That the SECOND PARTY shall have all power and authority to do all acts and deeds necessary for commencement and completion of development of the said land including the marketing of the developed area on the terms and conditions as may be decided by the SECOND PARTY.

1.11 That within a period of 11 months from the date of transfer of license in favor of the SECOND PARTY under the relevant scheme, the SECOND PARTY shall offer possession of the developed saleable area, of the share of land which the FIRST PARTY is entitled to, to the FIRST PARTY and or its nominees.

Balbir Sinal

9260142

Sanjay

Bhimsingh

Sachin

3307/2011

1.12 That in case of a force majeure situation including but not limited to an act of God, natural calamity, internal aggressions, war, epidemic, pandemic amongst others, both PARTIES shall upon mutual agreement decide the new and appropriate timelines related to the present agreement keeping in view the then prevailing relevant national and international Government(s) issued guidelines.

## 2. Licences and Sanctions

2.1 That the SECOND PARTY shall apply in its own name and obtain the requisite License, permissions, sanctions and approvals under the provisions of Haryana Development And Regulation Of Urban Areas Act, 1975 for development of the said land. The FIRST PARTY shall, however, facilitate and assist the SECOND PARTY in applying and obtaining the said License. The present Collaboration Agreement authorizes and empowers the SECOND PARTY to apply and obtain the necessary Licenses, permissions, sanctions and approvals as required and desired by the SECOND PARTY in pursuance of the present Agreement.

2.2. That the FIRST PARTY shall supply and provide all necessary documents as may be required to be submitted to the concerned authorities and also sign and execute any other documents, applications, affidavits, undertaking etc. as required by the SECOND PARTY and concerned authorities from time to time for effective execution of the present Agreement.

2.3. That all the expenses involved in obtaining due licenses, permissions and sanctions from concerned authorities as well as development charges in furtherance of the present agreement shall be incurred and paid by the SECOND PARTY.

2.4. That the FIRST PARTY shall apply to the concerned authorities for grant of No Objection Certificate/Permissions to transfer the title and license of the said Land in favor of the SECOND PARTY and/or its nominees along with the requisite licenses.

2.5. That the FIRST PARTY shall assist the SECOND PARTY in acquiring any licenses, sanctions or grants from the concerned authorities wherever such assistance is required.

Babu Singh 9201412 Samay Bhan Singh Sachin  
30/11/2012

Devatwal and Devatwal Developer Pvt. Ltd.

Skumar

Authorised Signatory

### 3. Cost of Construction/ Development

3.1 That the entire cost of construction and development of the said Land shall solely and exclusively be borne and discharged by the SECOND PARTY, including all costs and expenses incurred on obtaining all necessary approvals, permissions, sanctions, licences (including renewal) etc from the concerned governmental authorities in relation to the furtherance of the present agreement.

3.2 That the SECOND PARTY shall complete the construction/ Development of the said land and obtain completion certificates from the concerned Governmental Authorities. However, the FIRST PARTY shall cooperate and sign necessary documents, if any, required by the concerned authority. The SECOND PARTY shall bear all expenses in obtaining the completion certificate from the concerned Governmental Authorities.

3.3 That all deposits/payment as may be required by the concerned authority shall be paid / deposited by the SECOND PARTY and in the event of any refund, the SECOND PARTY shall alone be entitled for the same.

3.4 That the FIRST PARTY undertakes to sign, execute and provide the necessary documents/papers for purpose of taking necessary approvals or submission of the same to the concerned authority, as and when required by the SECOND PARTY from time to time.

3.5 That if there shall be any claim, demand, tax, litigation of any kind against the land owners or the FIRST PARTY, then the FIRST PARTY shall ensure that work of development of the said Land is not stopped, prevented, obstructed or delayed in any manner.

3.6 That the FIRST PARTY shall not in any manner interfere with work of development, marketing and sale of the developed plots or constructed properties by the SECOND PARTY in the said Project.

### 4. Consideration

4.1 That in lieu of execution of the present Collaboration Agreement and grant of the General Power of Attorney over the entirety of the said Land as detailed in the foregoing paragraphs, the FIRST PARTY shall be entitled to 2050 square yard per acre of the saleable residential area of the said Land which if the FIRST PARTY wishes to not claim then the SECOND PARTY shall buy it from the FIRST PARTY at the rate of Rs. 70,000/- per square yard and the FIRST PARTY shall also be entitled to 100 square yard out of

Beawar Sival *Beawar Sival*  
 Devatwal and Devatwal Developer Pvt. Ltd.

Jamun *Jamun* Bhan Singh *Bhan Singh*

*ESKumar*  
 Authorised Signatory

In furtherance of the same, the division of said land as mentioned will be carried out by the SECOND PARTY by demarcating the respective shares of both PARTIES on a copy of the map approved by the competent authority and by both PARTIES signing thereupon in token of having accepted/ agreed to the said division. Further, within a period of 11 months from the date of transfer of license in favor of the SECOND PARTY under the relevant scheme, the SECOND PARTY shall offer possession of the developed saleable area, of the share of land which the FIRST PARTY is entitled to, to the FIRST PARTY and or its nominees.

4.2 That the PARTIES hereby mutually agree that on the request of the FIRST PARTY, the share of the saleable land which the FIRST PARTY is entitled to may be directly allotted and conveyed in favour of the nominees of the FIRST PARTY. In furtherance of the same, the expenses for the registration and execution of the sale deed with respect to the share of the FIRST PARTY in the said Land in favour of the FIRST PARTY and/ or its nominees shall be borne by the FIRST PARTY and/or the said nominees themselves, as the case may be.

#### **5. Possession of Said Land**

5.1 That it is confirmed by the PARTIES that the physical vacant possession of the said land has been handed over to the SECOND PARTY by the FIRST PARTY at the time of execution of the present Agreement and the said possession shall not be disturbed by the FIRST PARTY or anyone claiming through them till completion of the project and at any point of time thereafter. Any third party claim to the said Land shall be defended by the FIRST PARTY at their cost.

5.2 That the SECOND PARTY shall be entitled to enter upon, hold and develop the said land in the manner as may be decided from time to time by the SECOND PARTY without any interference or disturbance from the FIRST PARTY, its predecessors-in-title or from persons claiming through, under or in trust for the FIRST PARTY. That the SECOND PARTY shall have full power and authority to develop the said land either itself or through any person/s on such terms and conditions as may be agreed between the SECOND PARTY or such person/s.

Banshir Sival ०१७०१५१३ Samay Bhimsingh Sachin ३०१०१ ३३१२

Devatwal and Devatwal Developer Pvt. Ltd.

  
Authorized Signatory

## 6. Branding and Marketing

6.1 That the SECOND PARTY shall have the sole discretion to name/ brand the said Project, and the FIRST PARTY do hereby unequivocally undertake not to raise any objection in this regard. All rights, title or goodwill arising from the branding of the said Project shall solely vest with the SECOND PARTY.

6.2 That the marketing of all the saleable areas in the said project / said land, shall be done solely and exclusively by the SECOND PARTY. However, the FIRST PARTY is entitled to market and sell the land under their share as per their own convenience and for doing the same, the FIRST PARTY need not take any permission from the SECOND PARTY. However, the development and/or construction plan(s) of any saleable area of the said land, sold by either of the PARTIES, shall need to be approved by the SECOND PARTY through formal written communication.

6.3 That the SECOND PARTY shall have full power and authority to market the said project in part or in full, to book, issue allotment letters, allot space, enter into agreements for sale, lease agreement(s), profit share agreements, unit buyer agreement, execute sale deed and any other instrument or instruments to transfer legal and perfect title in favour of prospective buyers including lease and license agreement with the third PARTIES/ with prospective buyers /Lessee on such terms and conditions may be decided by the SECOND PARTY from time to time. Similarly, the FIRST PARTY shall have full power and authority to do the same with respect to the share of saleable land which the FIRST PARTY is entitled to.

6.4 That the SECOND PARTY shall have full power and authority to receive booking amount, instalment(s), sale consideration, lease rent, deposits and issue receipts thereof on such terms and conditions as may be decided between SECOND PARTY and the prospective buyer(s) or lessee. Similarly, the FIRST PARTY shall have full power and authority to do the same with respect to the share of saleable land which the FIRST PARTY is entitled to.

## 7. Representations and Covenant by the FIRST PARTY

7.1 That the FIRST PARTY represent, warrant and covenant to the SECOND PARTY that the representations and warranties pertaining to the said Land as set out in the recitals above are true, correct and accurate as on the date of this agreement, and the same shall continue to be true, correct and accurate till the date the development of the entire said land and thereafter as well.

Barrow Sindal १२६०१५१२ Samay Bhim Singh Sachin ३०१०१३५५

Devatwal and Devatwal Developer Pvt. Ltd.

*Signature*  
Authorised Signatory

7.2 That the SECOND PARTY in no way shall be responsible or liable, in case there is any disputes among the constituents of FIRST PARTY. If due to dispute between the constituents of FIRST PARTY, the SECOND PARTY suffers any loss, loss shall be compensated by the constituents of FIRST PARTY jointly and /or severally.

7.3 That the FIRST PARTY hereby agrees not to interfere or interrupt in the course of development of said project /said land and/or commit any act of omission and/ or of commission having the effect of delaying or stopping the work that has to be carried by the SECOND PARTY. The FIRST PARTY hereby warrants and represents to the SECOND PARTY that no third person has any right, title or interest in the Said land and that they have full capacity and right to enter into the present agreement.

7.4 That the FIRST PARTY hereby represent and warrant that the FIRST PARTY are the sole and absolute owners and in possession of the said Land and that the said Land is free from all kinds of encumbrances, donation, lis pendens, liens, agreements, arrangements, gift, donation attachments under any law, disputes claims etc., with uninhibited rights of alienation over the same. The title of the FIRST PARTY to said Land is clear, good, marketable and subsisting and that there is no impediment for development of the said Land under any law, order, decree or contract of whatsoever nature and said land was acquired in accordance and after compliance of all applicable laws.

7.5 That the FIRST PARTY hereby undertakes to keep the title of the said Land clear and marketable and free from all encumbrances, charges, agreements/ arrangements and claims during the subsistence of this Collaboration Agreement.

7.6 That the FIRST PARTY have not done any act, deed or thing, which curtails or is likely to curtail, restrict or prejudice their right in the said Land or prevent it from conveying the said Land or any part thereof to the SECOND PARTY.

7.7 That the said Land is not subject to any requisition /acquisition, attachment, restrictions for transfer/ nor part of any agreement, attachments or claims for by any authority(s) under any law and the FIRST PARTY has full authority and power to grant the present development right in favour of the SECOND PARTY.

7.8 That the said Land is contiguous and no part of the said Land is subject to any easement right given by the FIRST PARTY or FIRST PARTY predecessors-in-title.

Balbir Sival २३/०१/१८

Sameer Bham Singh Sachin २३/०१/१८

Devatwal and Devatwal Developer Pvt. Ltd.

E. Kumar

Authorised Signatory

7.9 That all the rates, taxes, cess and other out goings have been paid by the FIRST PARTY in respect of the said Land till date.

7.10 That the FIRST PARTY undertakes not to do or cause to be done any act or deed which may in any manner contravene the terms and conditions of this Agreement.

### **8. Power of Attorney**

8.1 That the FIRST PARTY, at the time of signing the present Agreement, shall execute and get registered an irrevocable General Power of Attorney in favour of the SECOND PARTY or its nominee(s) giving full authority to the SECOND PARTY to delegate any or all the powers and authorities granted by the FIRST PARTY, conferring upon the SECOND PARTY unfettered power to execute develop, market, receive consideration, apply for licence, renewal of license, grant of license, grant of additional license, apply and obtain all necessary permissions and approvals, market the project including the said Land or any development thereon, get the sale deed registered, present before authority to admit sale, agreement to sell, or such other documents and deeds, receive the consideration, for completely and effectively transferring the title in respect the whole or a part of the developed space in the project including on said land, built-up/non-build up spaces in the said project or Residential/commercial complex including registration of title deeds in the office of the concerned Sub Registrar or Registrar, in favour of the prospective buyers amongst others.

8.3 That the FIRST PARTY shall in furtherance of the execution of the present agreement also execute irrevocable Special Power of Attorney(s) in favour of the SECOND PARTY or any of its nominee(s), as and when it may be so required by the SECOND PARTY, giving power to the SECOND PARTY to delegate any or all the powers and authorities granted by the FIRST PARTY for development of the said Land and in furtherance of the present Agreement so as to enable them to carry out the development of the said Land and to all acts and deeds. including appointment of various contractors, vendors, suppliers etc carry out the development of the said project/said land and to all acts and deeds including appointment of various contractors, vendors, suppliers etc., submit, apply, execute sign follow up and obtain all necessary approvals, licences, permissions renewals, re-validations from concerned municipal authorities, local/state authorities and/or any other governmental authorities as may be required from time to time.

8.3 That in addition to the execution of the General Power of Attorney, the

Devatwal and Devatwal Developer Pvt. Ltd.

  
Rajiv Kumar  
Authorised Signatory

FIRST PARTY shall sign and execute all necessary papers, documents including transfer instrument as may be required by the SECOND PARTY from time to time for facilitating the objective of the present Collaboration Agreement.

**9. Increase in F.A.R.**

That the PARTIES hereto, hereby, agree that if during the subsistence of this agreement and thereafter, if F.A.R. is increased or any advantage is available to the SECOND PARTY in respect of the said Land, in such event the SECOND PARTY shall have absolute right to enjoy the same and in no event shall the FIRST PARTY be entitled for any benefit thereof as the consideration stands fully determined and final.

**10. Maintenance of the Project**

That the SECOND PARTY shall have the sole and exclusive right to maintain the entire project, either itself or through its nominee(s).

**11. Mortgage**

That the FIRST PARTY shall execute the necessary powers and create necessary mortgages enabling the SECOND PARTY to raise loans/funds from the banks and other financial institutions/ Lenders for the purpose of the project mortgaging the said land or the prospective buyers of the SECOND PARTY shall have unfettered powers, to create the mortgage over the said land as and when it may so be required by the SECOND PARTY.

**12. Compensation**

That the PARTIES mutually agree that in case the said land or any part thereof is acquired by the Governmental authorities during the subsistence of this agreement or thereafter, then only the SECOND PARTY shall have the sole and absolute right to file the claim before the concerned authority and receive the compensation and to derive any profits/benefits and any privileges may be announced by the concerned authority.

**13. Indemnification**

That the FIRST PARTY do, hereby, undertake to keep the SECOND PARTY indemnified against all losses ,damages which the SECOND PARTY may suffer due to any hindrance in development of said projects/said land due to any act of omission and commission of the FIRST PARTY or their representative including but not limited to defect in title of the said Land.

Bansari Sival 97601412 Samay Bhanasingh Sachin 97601412

Devatwal and Devatwal Developer Pvt. Ltd.

SKumar  
Authorised Signatory

during the entire period of subsistence of the present agreement and thereafter as well and in such an event, the FIRST PARTY shall make good the losses or damages that the SECOND PARTY may sustain on account of any claim or defect in the title of the FIRST PARTY or existence of any encumbrance in the Said land, within a period of fifteen days from the date when such defect is brought to the notice of the FIRST PARTY.

**14. Amendment to the Collaboration Agreement**

That in case the PARTIES hereto would with mutual consent consider it necessary or appropriate to alter, amend, substitute or override any of the terms of this agreement, then the PARTIES shall record such terms in writing as Addendum thereto, and no such term shall be binding between the PARTIES until and unless such term is enumerated in an Addendum and the said Addendum is duly signed by each of the PARTIES herein.

**15. Waiver**

That there shall be no waiver of the rights available herein to the SECOND PARTY, its assignees, nominee(s) or the Maintenance Service Provider, due to any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement and such a delay or failure shall not constitute a waiver of their right or remedy of waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.

**16. Severability**

That under any circumstance, if any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, then only such provisions shall be deemed to have been amended or deleted in so far as is reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Agreement shall remain valid and enforceable by and between the PARTIES herein.

**17. Stamp Duty**

That all costs and expenses, including stamp duty payments and registration charges (as applicable) or any other duty / tax/ levies if applicable in respect of execution of this agreement shall be borne and paid by the SECOND PARTY.

Bhawar Singh 02601412 Sandy Bhan Singh Sachin 02601412

Devatwal and Devatwal Developer Pvt. Ltd.

S. Kumar  
Authorised Signatory

## 18. Cancellation of the Agreement

18.1 That in case before the execution and registration of sale deeds, general power of attorney, special power of attorney or other relevant documents in respect of the said LAND by the FIRST PARTY in favor of the SECOND PARTY or at any point of time thereafter, if any Notification of the Land Acquisition Act or any new notification or regulation or act or statute is passed by any concerned Government which creates any new formality or restriction with respect to the said Land then the SECOND PARTY may cancel the present Agreement at the sole discretion of the SECOND PARTY.

18.2 That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions and other necessary documentation in the said project, the FIRST PARTY specifically agrees that it shall not rescind, violate or contravene the terms and conditions of this Agreement at any stage or point of time. In the event of the FIRST PARTY backing out or violating or rescinding from this Agreement, the SECOND PARTY shall be entitled to get the said agreement specifically enforced and claim damages along with other rights at the risk and cost of the FIRST PARTY in accordance with the due process of law.

18.3 That if the the SECOND PARTY fails to acquire the requisite license for the development of the said Project under the relevant scheme of the Government within 9 months from the date of execution of the present Agreement, then in such a situation, post the completion of the aforesaid 9 months, the present agreement shall automatically lapse in its entirety post a notice period of 30 days to be given to the SECOND PARTY via written communication and after holding such mutual discussion amongst the PARTIES under a mutually appointed mediator.

## 19. Dispute Resolution

19.1 That in the event of any dispute or difference arising between the PARTIES hereto relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the PARTIES shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15(fifteen) days of arising of such dispute or difference or within such extended period as the PARTIES may mutually agreed upon in writing.

Balbir Smeel १२०१५१८ Samay Bhim Singh Sachin ३०१० २०१८

Devatwal and Devatwal Developer Pvt. Ltd.

Adhikari  
Adhikari

19.2 That in the event of non performance of terms and conditions of this agreement by either Party, the other Party shall be entitled to get the same enforced against the defaulting party through appropriate court of law.

IN WITNESS WHEREOF the PARTIES hereto have signed the present Agreement in duplicate originals on the day, month and year first above written.

FIRST PARTY:

Devatwa SECOND PARTY:  
For Devatwal And Devatwal Developers  
Private Limited. (SureshKumar)

*S. Kumar*  
For Devatwal And Devatwal Developers  
Private Limited. (SureshKumar)

Bhim Singh *Bhim Singh*

Balbir Singh *Balbir Singh*

Samay Singh *Samay*

Sunil Kumar *Sunil Kumar*

Krishan Pal *Krishan Pal*

Sachin *Sachin*

WITNESSES:

1. *Mahesh*  
Mahesh S/o Sh. Dhani Ram  
R/o Saanp ki Nangli, Sohna.

2. *Manoj*  
Manoj S/o Sh. Mahavir  
R/o Saanp ki Nangli, Sohna.

Non Judicial

**Indian-Non Judicial Stamp  
Haryana Government**

Date : 15/03/2023

Certificate No. GFO2023C53

**\*GFO2023C53\***Stamp Duty Paid : ₹ 522000  
(Rs. Only)

GRN No. 100354076

**\*100354076\***Penalty : ₹ 0  
(Rs. Zero Only)**Seller / First Party Detail**

Name: Shripal

H.No/Floor : 00

Sector/Ward : 00

LandMark : Sanp ki nangli

City/Village : Sohna

District : Gurugram

State : Haryana

Phone: 92\*\*\*\*\*19

**Buyer / Second Party Detail**

Name : Devatwal And Devatwal pvt ltd

H.No/Floor : W99besment

Sector/Ward : 49

LandMark : Uppal southend sohna road

City/Village: Gurugram

District : Gurugram

Phone : 92\*\*\*\*\*19

Purpose : 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**

Transaction Value	:	Rs. 3,81,00,000/-
Stamp Duty	:	Rs. 5,22,000/-
Stamp Number	:	GFO2023C53
Stamp Duty	:	Rs. 2,40,000/-
Stamp Number	:	GFC2023B10
Reg Fee GRN, Rs. 50,005/-	:	98904887

THIS COLLABORATION AGREEMENT ("hereinafter referred to as **Agreement**") is executed on this 15 day of March, 2023 ("hereinafter referred to as Execution Date") BY AND AMONGST



श्री श्री  
Devatwal and Devatwal Developer Pvt. Ltd.

Authorised Signatory

प्रलेख न:12409

दिनांक:15-03-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन संबंधी विवरण

राशि 38100000 रुपये

स्टाम्प ड्यूटी की राशि 762000 रुपये

स्टाम्प नं : GFO2023C53

स्टाम्प की राशि 522000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:98904887

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प: GFC2023B10

डेफिशियेंसी Grnno: 98903348

डेफिशियेंसी शुल्क: 240000

Drafted By: Jitesh ADV

Service Charge:0

यह प्रलेख आज दिनांक 15-03-2023 दिन बुधवार समय 5:37:00 PM बजे श्री/श्रीमती /कुमारी  
Shri Pal पुत्र Munshi Ram निवास Samp Ki Nagali द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

श्री पाल



उप/संयुक्त पंजीयन अधिकारी (सोहना)

अयुक्त सब रजिस्ट्रार  
सोहना

हस्ताक्षर प्रस्तुतकर्ता  
Shri Pal

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी D and D Developers Pvt Ltd thru Suresh Kumar OTHER हाजिर है । प्रतुत प्रलेख के  
तथ्या को दोनों पक्षों  
ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Naresh पिता Rampal निवासी Samp Ki  
Nagli व श्री/श्रीमती /कुमारी Manoj Nambardar पिता .  
निवासी Saranahla ने की ।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में पहचान कर रहे हैं ।



उप/संयुक्त पंजीयन अधिकारी (सोहना)

अयुक्त सब रजिस्ट्रार  
सोहना

दिनांक 15-03-2023



Certificate No. GFC2023B10

**\*GFC2023B10\***Stamp Duty Paid : ₹ 240000  
(Rs. Only)

GRN No. 98903348

**\*98903348\***Penalty : ₹ 0  
(Rs. Zero Only)**Seller / First Party Detail**

Name: Shripal

H.No/Floor : 240

Sector/Ward : 1

LandMark : 00

City/Village : Sohna

District : Gurugram

State : Haryana

Phone: 98\*\*\*\*\*07

**Buyer / Second Party Detail**

Name : Devatwal Anddevatwal Privatelimited

H.No/Floor : W99

Sector/Ward : 48

LandMark : Uppal s southend

City/Village: Sohna road

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*07

Others : Thru suresh kumar

Purpose : 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>

1- **ShriPal (Aadhar No. 5104 7263 2871) aged 62 years, S/o Sh. Munshi Ram R/o Samp ki Nangli, Tehsil Sohna,, District Gurugram, Haryana - 122103** hereinafter jointly and severally referred to as the "**Owner/ FIRST PARTY**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include his/her respective heirs, executors, administrators, successors, permitted assigns, etc.

AND

2- **DEVATWAL AND DEVATWAL Developers Private Limited**, company incorporated under the provisions of the Companies Act 1956, having its office at **W-99, Basement, Sector-49, Uppal Southend, Sohna Road, Gurugram, Haryana** acting through Mr. Suresh Kumar duly authorized vide Board Resolution dated 01-02-2023 hereafter jointly and severally referred to as the "**Developer/ SECOND PARTY**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include its respective executors, administrators, successors-in-interest, nominees, assigns, etc.



Handwritten signature/initials

Page 2 of 16

Devatwal and Devatwal Developer Pvt. Ltd.

Handwritten signature

Authorised Signatory

Reg. No.

Reg. Year

Book No.

12409

2022-2023

1



पेशकर्ता



दावेदार



गवाह



उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- Shri Pal श्री पाल

दावेदार :- thru Suresh Kumar OTHERD and D Developers Pvt Ltd Suresh Kumar

गवाह 1 :- Naresh Naresh

गवाह 2 :- Manoj Nambardar Manoj Nambardar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12409 आज दिनांक 15-03-2023 को बही नं 1 जिल्द नं 80 के पृष्ठ नं 80.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 95 के पृष्ठ संख्या 42 से 45 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 15-03-2023



उप/सयुक्त पंजीयन अधिकारी ( सोहना )  
सयुक्त सब रजिस्ट्रार  
सोहना

Sub-Registrar, Sohana, Punjab

Sub-Registrar, Sohana, Punjab

WHEREAS the Owner and Developer shall hereafter be collectively referred to as the "PARTIES".

**WHEREAS** the FIRST PARTY is the absolute owner in possession of land bearing Khewat/Khata No. 878/942, Mustkil No. 95, Kila No.23(7-17), 24(8-0), 25(8-0), Mustkil No. 111 Kila No. 1(8-0), Mustkil No. 112, Kila No. 5(7-16), 6(4-14), 4(0-18) Kita 7, Rakba 45 Kanal 5 Marla 2475/8145 share total measuring 12 Kanal 7 Marla 2 Sarsai vide Jamabandi for the year 2001-2002 situated in the revenue estate of Sohna, Tehsil Sohna, District Gurugram (Haryana).

**AND WHEREAS** the FIRST PARTY have further represented that they have an un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s) or notifications under the land Acquisition act or any encumbrance of whatever kind over the said land and that the said land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature as per the approved Draft Plan.

**AND WHEREAS** the SECOND PARTY being a developer of repute, holds sufficient expertise in the development of lands, colonies, Group Housing Schemes Commercial Towers, etc. and has developed various projects in and around Gurugram and Delhi.

**AND WHEREAS** THE SECOND PARTY accordingly approached the FIRST PARTY with a proposal collaboration, wherein THE SECOND PARTY shall develop the said Land;

**AND WHEREAS** THE FIRST PARTY has acceded to the request of the SECOND PARTY and the land of the THE FIRST PARTY shall be used and developed for selling of plotted land and both the PARTIES have therefore agreed to enter into the present Collaboration Agreement.

**AND WHEREAS** out of the land owned by THE FIRST PARTY measuring 12 Kanal 7 Marla 2 Sarsai as described above, the SECOND PARTY shall develop land measuring 11



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Devalwal and Devalwal Developer Pvt. Ltd.

*(Handwritten Signature)*

Authorised Signatory

**kanal 10 marla [230/905 share]hereinafter referred to as the Said Land, under this collaboration agreement.**

**AND WHEREAS** The SECOND PARTY Shall develop the said land in accordance with the Deen Dayal Jan Awas Yojna Sacheme run by the Government of Haryana.

**AND WHEREAS** That the PARTIES here to have agreed and undertaken to perform their part of agreement with due diligence and mutual cooperation keeping in view the interest of each other and to execute the document as may be necessary for implementing or giving effects to the terms of this agreement.

**NOW THIS AGREEMENT WITNESSETH AS HEREUNDER IS HEREBY AGREED TO AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOL- LOWS:**

### **1. Development Rights**

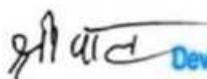
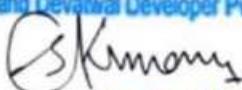
1.1. That the FIRST PARTY hereby grants absolute development and marketing rights to the SECOND PARTY, as mentioned hereunder, as well as exclusive, and complete right to develop the said Land in terms of acquired licenses, sanctions and approvals either themselves or through any person(s) and market the same on such terms and conditions as may be decided by the SECOND PARTY.

1.2. That the SECOND PARTY shall have absolute right, authority and power, or any matters pertaining to the development of the Said Land in-clouding to decide plans, design, details, lay outs, specifications, the architectural elevations, pattern, executions and im-plementations of the construction, amenities, facilities, preparation. and finalization of pro-ject report/master plan, selection and appointment of architect and all other consul-tants, contractors, suppliers vendors and agents etc on such terms and conditions as the SE-COND PARTY may independently decide and take all decisions with respect to all matters directly and indirectly related with the development of the said Land.

1.3 That the FIRST PARTY shall execute a General Power of Attorney in favour of the SECOND PARTY granting all rights to the SECOND PARTY with respect to the entire said Land.

1.4 That the SECOND PARTY shall develop the said Land in accordance with the 'Deen Dayal Jan Awas Yojana' and also construct a temple and club house on the said Land.



  
 Devatwal and Devatwal Developer Pvt. Ltd.  
  
 Authorised Signatory

1.5 That the SECOND PARTY shall have sole and exclusive full power and authority to sign and apply and follow-up with all the concerned Regulatory Authorities the matters relating to grant of license/renewal of licenses, any transfer of beneficial interest, make application for addition of the said land or any part thereof as per of exiting license and/ or for additional license, apply and to get Change of Land Use (CLU), permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, Haryana State Industrial Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local/State/Central Government in respect of commencement and completion of development of the said land to get sanctions, changes, modifications, amendments and approvals of layout plan, building plans, zoning plans, occupation/completion certificates, etc., as required under the law for the development, construction and completion of plots, etc., and to sign, submit all Forms, undertakings, agreements, affidavits, declarations, applications, bonds, provide bank guarantee etc., on behalf of the FIRST PARTY or any constituents of FIRST PARTY, as may be required from time to time by the concerned authority in connection therewith by the concerned authorities under Haryana Development and Regulation of Urban Areas Act, 1975 or any applicable law.

1.6 That the original title deeds of the said Land shall be handed over by the FIRST PARTY to the SECOND PARTY at the time of signing the present collaboration agreement.

1.7 That the FIRST PARTY shall also transfer the title of the said land by way of any document(s) or sale deed(s) as may be desired by the SECOND PARTY for the development of the same in favor of the SECOND PARTY and/or its nominees in addition to the General Power of Attorney if the need so arises in furtherance of the present Agreement, at the cost and expenses of the SECOND PARTY.

1.8 That the FIRST PARTY hereby grants absolute, irrevocable authority and permission to the SECOND PARTY to develop the said land and/or any other development as may be permissible under law and for that purpose, the FIRST PARTY shall put the SECOND PARTY in absolute possession of the said land at the time of signing of the present agreement.

1.9 That the SECOND PARTY shall have all power and authority to sign, file, submit and obtaining lay out plan, building plan, services plan, revised/modified building plan, services plan, any other plan before the concerned authorities including but not limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA)/Haryana State Industrial Development Corporation Ltd (HSIDC Ltd)/Municipal



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Devatwal and Devatwal Developer Pvt. Ltd.

Authorised Signatory

Authority, and/or any other local / authority under the State Government and/or Central Government authorities in charge of sewer, water, electricity, highways, Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, Income-tax Department any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.

1.10 That the SECOND PARTY shall have all power and authority to do all acts and deeds necessary for commencement and completion of development of the said land including the marketing of the developed area on the terms and conditions as may be decided by the SECOND PARTY.

1.11 That within a period of 09 months from the date of transfer of land or Date of Execution of collaboration Agreement and license/Possession of Land in favour of the SECOND PARTY, the SECOND PARTY shall offer possession of the developed saleable area, of the share of land which the FIRST PARTY is entitled to, to the FIRST PARTY and or its nominees.

## 2. Licenses and Sanctions

2.1 That the SECOND PARTY shall apply in its own name and obtain the requisite License, permissions, sanctions and approvals under the provisions of Haryana Development And Regulation Of Urban Areas Act, 1975 for development of the said land. The FIRST PARTY shall, however, facilitate and assist the SECOND PARTY in applying and obtaining the said License. The present Collaboration Agreement authorizes and empowers the SECOND PARTY to apply and obtain the necessary Licenses, permissions, sanctions and approvals as required and desired by the SECOND PARTY in pursuance of the present Agreement.

2.2. That the FIRST PARTY shall supply and provide all necessary documents as may be required to be submitted to the concerned authorities and also sign and execute any other documents, applications, affidavits, undertaking etc. as required by the SECOND PARTY and concerned authorities from time to time for effective execution of the present Agreement for Development of Land.



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Devatwal and Devatwal Developer Pvt. Ltd.

*(Signature)*

Authorised Signatory

2.3. That all the expenses involved in obtaining due licenses, permissions and sanctions from concerned authorities as well as development charges shall be incurred and paid by the SECOND PARTY.

2.4. That the FIRST PARTY shall apply to the concerned authorities for grant of No Objection Certificate/Permissions to transfer the title and license of the said Land in favor of the SECOND PARTY and/or its nominees along with the requisite li- censes.

2.5. That the FIRST PARTY shall assist the SECOND PARTY in acquiring any licences, sanctions or grants from the concerned authorities wherever such assistance is required.

2.6 That the SECOND PARTY shall be responsible for compliance of all terms and conditions of license/provisions of Act 8 of 1975 and Rules 1976 till the grant of final competition certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

### 3. Cost of Construction/ Development

3.1 That the entire cost of construction and development of the said Land shall solely and exclusively be borne and discharged by the SECOND PARTY, including all costs and expenses incurred on obtaining all necessary approvals, permissions, sanctions, licences (including renewal) etc from the concerned governmental authorities.

3.2 That the SECOND PARTY shall complete the construction/ Development of the said land and obtain completion certificates from the concerned Governmental Authorities. However, the FIRST PARTY shall cooperate and sign necessary documents, if any, required by the concerned authority. The SECOND PARTY shall bear all expenses in obtaining the completion certificate from the concerned Govern- mental Authorities.

3.3 That all deposits/payment as may be required by the concerned authority shall be paid / deposited by the SECOND PARTY and in the event of any refund, the SECOND PARTY shall alone be entitled for the same.



9/1/2022

*(Signature)*

3.4 That the FIRST PARTY undertakes to sign, execute and provide the necessary documents/papers for purpose of taking necessary approvals or submission of the same to the concerned authority, as and when required by the SECOND PARTY from time to time.

3.5 That if there shall be any claim, demand, tax, litigation of any kind against the land owners or the FIRST PARTY, then the FIRST PARTY shall ensure that work of development of the said Land is not stopped, prevented, obstructed or delayed in any manner.

3.6 That the FIRST PARTY shall not in any manner interfere with work of development, marketing and sale of the developed plots or constructed properties by the SECOND PARTY.

#### 4. Consideration

4.1 That in lieu of grant of the General Power of Attorney over the entirety of the said Land as detailed in the foregoing paragraphs, the FIRST PARTY shall be entitled to 1225 square yard of the total Said Land and **Rs. 3,81,25,000/- (Rupees Three Crore Eighty One Lakh Twenty Five Thousand Only)**. Whereas the SECOND PARTY shall be entitled to the remaining portion of the said Land. In furtherance of the same, the division of said land as mentioned will be carried out by the PARTIES by demarcating their respective shares on a copy of the map approved by the competent authority and by signing thereupon in token of having accepted/agreed the said division. That out of the above mentioned consideration amount of **Rs. 3,81,25,000/- (Rupees Three Crore Eighty One Lakh Twenty Five Thousand Only)**, the SECOND PARTY has already made partial payment amounting to Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakhs Only) which the paid by the SECOND PARTY to the FIRST PARTY as under :-

Amount	RTGS/Cheque No.	Date	Bank
Rs.5,00,000/-	000008	21-05-2022	HDFC Bank
Rs.5,00,000/-	000010	21-05-2022	HDFC Bank
Rs.20,00,000/-	HDFCR52023021082052259	10-02-2023	HDFC Bank
Rs.60,00,000/-	HDFCR52023021382489765	13-02-2023	HDFC Bank
Rs.10,00,000/-	HDFCR520230021382549997	13-02-2023	HDFC Bank



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Rs.40,00,000/-	HDFCR52023022785947931	27-02-2023	HDFC Bank
Rs.30,00,000/-	HDFCR52023030387429155	03-03-2023	HDFC Bank

The remaining consideration amount shall be paid by the SECOND PARTY TO THE FIRST PARTY before five months from the date of execution of the present agreement and the details of the mode of payment are as follows:-

Amount	Chuque	Date	Bank
Rs.1,00,00,000/-	000052	14-08-2023	HDFC BANK
Rs.1,11,25,000/-	000056	14-08-2023	HDFC BANK

4.2 That the PARTIES hereby mutually agree that on the request of the FIRST PARTY, the share of the saleable land which the FIRST PARTY is entitled to may be directly allotted and conveyed in favour of the nominees of the FIRST PARTY. In furtherance of the same, the expenses for the registration and execution of the sale deed with respect to the share of the FIRST PARTY in the said Land in favour of the FIRST PARTY and/ or its nominees shall be borne by the FIRST PARTY and/ or the said nominees themselves, as the case may be.

### 5. Possession of Said Land

5.1 That it is confirmed by the PARTIES that the physical vacant possession of the said land has been handed over to the SECOND PARTY by the FIRST PARTY at the time of execution of the present Agreement and the said possession shall not be disturbed by the FIRST PARTY or anyone claiming through them till completion of the project and thereafter, at any point of time. Any third party claim to the said Land shall be defended by the FIRST PARTY at their cost. Additionally, the FIRST PARTY shall be responsible for paying the EDC and IDC taxes pertaining to their share of the Said Land and the SECOND PARTY bears no responsibility to pay the same on behalf of the FIRST PARTY for the share of Said land belonging to the FIRST PARTY.



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5.2 That the SECOND PARTY shall be entitled to enter upon, hold and develop the said land in the manner as may be decided from time to time by the SECOND PARTY without any interference or disturbance from the FIRST PARTY, its predecessors-in-title or from persons claiming through, under or in trust for the FIRST PARTY. That the SECOND PARTY shall have full power and authority to develop the said land either itself or through any person/s on such terms and conditions as may be agreed between the SECOND PARTY or such person/s.

## 6. Branding and Marketing

6.1 That the SECOND PARTY shall have the sole discretion to name/ brand the said Project, and the FIRST PARTY do hereby unequivocally undertake not to raise any objection in this regard. All rights, title or goodwill arising from the branding of the said Project shall solely vest with the SECOND PARTY.

6.2 That the marketing of all the saleable areas in the said project / said land, shall be done solely and exclusively by the SECOND PARTY. However, the FIRST PARTY is entitled to market and sell the land under their share as per their own convenience and for doing the same, the FIRST PARTY need not take any permission from the SECOND PARTY. However, the development plan of any saleable area of the said land, sold by either of the PARTIES, shall need to be approved by the SECOND PARTY.

6.3 That the SECOND PARTY shall have full power and authority to market the said project in part or in full, to book, issue allotment letters, allot space, enter into agreements for sale, lease agreement/s, profit share agreements, unit buyer agreement, execute sale deed and any other instrument or instruments to transfer legal and perfect title in favour of prospective buyers including lease and license agreement with the third PARTIES/ with prospective buyers /Lessee on such terms and conditions may be decided by the SECOND PARTY from time to time. Similarly, the FIRST PARTY shall have full power and authority to do the same with respect to the share of saleable land which the FIRST PARTY is entitled to.

6.4 That the SECOND PARTY shall have full power and authority to receive booking amount, installments, sale consideration, lease rent, deposits and issue receipts thereof on such terms and conditions as may be decided between SECOND PARTY and the prospective buyer/s or lessee. Similarly, the FIRST PARTY shall have full power and authority



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to do the same with respect to the share of saleable land which the FIRST PARTY is entitled to.

## 7. Representations and Covenant by the FIRST PARTY

7.1 That the FIRST PARTY represent, warrant and covenant to the SECOND PARTY that the representations and warranties pertaining to the said Land as set out in the recitals above are true, correct and accurate as on the date of this agreement, and the same shall continue to be true, correct and accurate till the date the development of the entire said land and thereafter as well.

7.2 That the SECOND PARTY in no way shall be responsible or liable, in case there is any disputes among the constituents of FIRST PARTY.

7.3 That the FIRST PARTY hereby agrees not to interfere or interrupt in the course of development of said project /said land and/or commit any act of omission and/ or commission having the effect of delaying or stopping the work that has to be carried by the SECOND PARTY. The FIRST PARTY hereby warrants and represents to the SECOND PARTY that no third person has any right, title or interest in the Said land and that they have full capacity and right to enter into the present agreement.

7.4 That the FIRST PARTY hereby represent and warrant that, they are the sole and absolute owners and in possession of the said Land and that the said Land is free from all kind of encumbrances, donation lis pendense, liens, agreements, arrangements, gift, donation attachments under any law, disputes claims etc., with uninhibited rights of alienation over the same. The title of the FIRST PARTY to said Land is clear, good, marketable and subsisting and that there is no impediment for development of the said Land under any law, order, decree or contract of whatsoever nature and said land was acquired in accordance and after compliance of all applicable laws.

7.5 That the FIRST PARTY to hereby undertake to keep the title of the said Land clear and marketable and free from all encumbrances, charges, agreements/ arrangements and claims during the subsistence of this Collaboration Agreement.

7.6 That the FIRST PARTY have not done any act, deed or thing, which curtails or is likely to curtail, restrict or prejudice their right in the said Land or prevent it from conveying the said Land or any part thereof to the SECOND PARTY.



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7.7 That the said Land is not subject to any requisition /acquisition, attachment, restrictions for transfer/ nor part of any agreement, attachments or claims for by any authority(s) under any law and the FIRST PARTY has full authority and power to grant the present development right in favour of the SECOND PARTY.

7.8 That the said Land is contiguous and no part of the said Land is subject to any ease monetary right given by the FIRST PARTY or FIRST PARTY predecessors-in-title.

7.9 That all the rates, taxes, cuss and other out goings have been paid by the FIRST PARTY in respect of the said Land till date of Agreement.

7.10 That the FIRST PARTY undertakes not to do or cause to be done any act or deed which may in any manner contravene the terms and conditions of this Agreement.

### 8. Power of Attorney

8.1 That the FIRST PARTY, at the time of signing the present Agreement, shall execute and get registered an irrevocable General Power of Attorney in favour of the SECOND PARTY or its nominee(s) giving full authority to the SECOND PARTY to delegate any or all the powers and authorities granted by the FIRST PARTY, conferring upon the SECOND PARTY unfettered power to execute develop, market, receive consideration, apply for license, renewal of license, grant of license, grant of additional license, apply and obtain all necessary permissions and approvals, market the project including the said Land or any development thereon, get the sale deed registered, present before authority to admit sale, agreement to sell, or such other documents and deeds, receive the consideration, for completely and effectively transferring the title in respect the whole or a part of the developed space in the project including on said land, built-up/un build up spaces in the said project Residential/commercial complex including registration of title deeds in the office of the concerned Sub Registrar or Registrar, in favour of the prospective buyers.

8.2 That the FIRST PARTY shall simultaneously with the execution of the present agreement also execute an irrevocable Special Power of Attorney in favour of the SECOND PARTY or any of its nominee(s) giving power to the SECOND PARTY to delegate any or all the powers and authorities granted by the FIRST PARTY for development of the said Land and in furtherance of the present Agreement so as to enable them to carry out the development of the said Land and to all acts and deeds. including appointment of various contractors, vendors, suppliers etc carry out the development of the said project/said land and to all acts and deeds including appointment of various contractors, vendors, suppliers etc., submit, apply, execute sign follow up and obtain all necessary approvals, licences, permissions renewals, re-validations from concerned municipal authorities, local/state authorities and/or any other governmental authorities as may be required from time to time.



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8.3 That notwithstanding the execution of the General Power of Attorney, the FIRST PARTY shall sign and execute all necessary papers, documents including transfer instrument as may be required by the SECOND PARTY from time to time for facilitating the objective of the present Collaboration Agreement.

#### 9. Increase in F.A.R.

That the PARTIES hereto, hereby, agree that if during the subsistence of this agreement and thereafter, if FAR is increased or any advantage is available to the SECOND PARTY in respect of the said Land, in such event the SECOND PARTY shall have absolute right to enjoy the same and in no event the FIRST PARTY shall be entitled for any benefit thereof as the consideration stands fully determined and final.

#### 10. Maintenance of the Project

That the SECOND PARTY shall have the sole and exclusive right to maintain the entire project, either itself or through its nominee.

#### 11. Mortgage

That the FIRST PARTY shall execute the necessary powers and create necessary mortgages enabling the SECOND PARTY to raise loans/funds from the banks and other financial institutions/ Lenders for the purpose of the project mortgaging the said land or the prospective buyers of the SECOND PARTY shall have unfettered powers, to create the mortgage over the said land after Approval of CLU.

#### 12. Compensation

That the PARTIES mutually agree that in case the said land or any part thereof is acquired by the Govt. authorities during the subsisting of this agreement or thereafter, then the (both the Parties) shall have right to file the claim before the concerned authority and receive the compensation and to derive any profits/benefits and any privileged as may be announced by the concerned authority.

#### 13. Indentification

That the FIRST PARTY do, hereby, undertake to keep the SECOND PARTY indemnified against all losses ,damages which the SECOND PARTY may suffer due to any hindrance



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in development of said projects/said land due to any act of omission and commission of the FIRST PARTY or their representative including but not limited to defect in title of the said Land, during the entire period of subsistence of the present agreement and in such an event, the FIRST PARTY shall make good the losses or damages that the SECOND PARTY may sustain on account of any claim or defect in the title of the FIRST PARTY or existence of any encumbrance in the Said land, within a period of fifteen days from the date when such defect is brought to the notice of the FIRST PARTY.

#### 14. Amendment of the Collaboration Agreement

14.1. That in case the PARTIES hereto with mutually consent consider it necessary or appropriate to alter, amend, substitute or override any of the terms of this agreement, then the PARTIES shall record such terms in writing as Addendum thereto, and no such term shall be binding between the PARTIES until and unless they are signed by each of the PARTIES herein.

14.2. That the present agreement is still valid and shall be irrevocable and no modification/alteration etc. in the terms and conditions of the said agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana.

#### 15. Waiver

That there shall be no waiver of the rights available herein to the SECOND PARTY, its assignees, nominee(s) or the Maintenance Service Provider, for any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of their right or remedy or wavier of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.

#### 16. Severability

That under any circumstances, if any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such only provisions shall be deemed to have been amended or deleted in so far as is reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the PARTIES herein.

#### 17. Stamp Duty

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That all costs and expenses, including stamp duty payments and registration charges (as applicable) or any other duty/tax/levies if applicable in respect of execution of this agreement shall be borne and paid by the SECOND PARTY.

### 18. Cancellation of the Agreement

18.1 That in case before the execution and registration of sale deeds, general power of attorney, special power of attorney or other relevant documents in respect of the said LAND by the FIRST PARTY in favor of the SECOND PARTY, if any Notification of the Land Acquisition Act or any new notification or regulation or act or statute is passed by any Government which creates any new formality or restriction with respect to the said Land then the SECOND PARTY may cancel the present Agreement at the sole discretion of the SECOND PARTY and if any delay due to Natural Disaster

18.2 That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions and other necessary documentation, the FIRST PARTY specifically agrees that it shall not rescind or contravene the terms and conditions of this Agreement at any stage. In the event of the FIRST PARTY backing out or rescinding from this Agreement, the SECOND PARTY shall be entitled to get the said agreement specifically enforced and claim damages along with other rights at the risk and cost of the FIRST PARTY.

### 19. Dispute Resolution

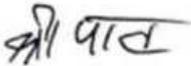
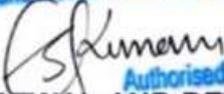
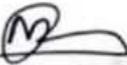
19.1 That in the event of non performance of terms and conditions of this agreement by either Party, the other Party shall be entitled to get the same enforced against the defaulting party through civil court sohna.



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Authorised Signatory

**IN WITNESS WHEREOF** the PARTIES hereto have signed the present Agreement in duplicate originals on the day, month and year first above written. Dated 15-03-2023

<p>VENDOR :</p> <p></p> <p></p> <p>Shri Pal</p>	<p>VENDEE :</p> <p></p> <p><b>Devatwal and Devatwal Developer Pvt. Ltd.</b> <b>Authorised Signatory</b></p> <p><b>DEVATWAL AND DEVATWAL Developers Private Limited</b> through Authorised Signatory Mr. Suresh Kumar</p>
<p></p> <p>Witness -1 Manoj Nambardar Sarmathla.</p>	<p></p> <p>Witness-2 Naresh S/o Sh. Rampal R/o Sanp Ki Nagli, Tehsil Sohna, Distt. Gurgaon.</p>