Indian-Non Judicial Stamp
Haryana Government

Date : [illegible]

Certificate No. [illegible]

GRN No. [illegible]

Stamp Duty Paid : ₹ 133000

Penalty : ₹ 0

Seller / First Party Detail

Name: Pawan Kumar

H.No./Floor: No

Sector/Ward: No

City/Village: Rohtak

District: Rohtak

Landmark: Mandhiaya Kalan

State: Haryana

Phone: [illegible]

1149
23/05/24

Buyer / Second Party Detail

Name: Jai [illegible] Private Limited

H.No./Floor: [illegible]

Sector/Ward: [illegible]

City/Village: [illegible]

District: Delhi

Landmark: [illegible]

State: Delhi

Phone: [illegible]

Purpose: Non Judicial stamp paper for collaboration

The authenticity of this document can be verified at www.shcilestamp.com. Any discrepancy in the details on this document should be reported to the issuing authority.

# COLLABORATION AGREEMENT

Village:- Mandhiaiya Kalan

Area:- 9 Kanal 6 Marla (1.1625 Acres)

Total Value:- 66, 50, 000/-

Stamp :-1,33,000/-

GRN NO. 116950980

Registration Fees: 116951014

Pawan Kumar

Authorised Signatory

प्रलेख नं.1128 दिनांक:23-05-2024

## डीड संबंधी विवरण

डीड का नाम COLLABORATION AGREEMENT

तहसील/सब-तहसील रिवाड़ी

गांव/शहर गोठिया कला

## धन संबंधी विवरण

राशि 6650000 रुपये स्टाम्प ड्यूटी की राशि 133000 रुपये

स्टाम्प नं.: SOW2024E16 स्टाम्प की राशि 130000 रुपये

रजिस्ट्रेशन फीस की राशि 35000 रुपये EChallan:11625104 पोस्टिंग शुल्क 0 रुपये

Drafted By: YA Service Charge:0

यह प्रलेख आज दिनांक 23-05-2024 दिन गुरुवार समय 4:57:00 PM को श्रीमती/कुमारी PAWAN KUMAR पुत्र SURE SINGH निवास MANDIYA KALA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमंडल पंजीयन अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
PAWAN KUMAR

उपरोक्त पेशकर्ता श्रीमती/कुमारी JAI GANGA CASTLE PVT LTD thru RAHUL SHARMA OTHERS हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्रीमती/कुमारी SURENDER NAMBERDAR निवासी GULLBUK व श्रीमती/कुमारी HITESH MAKA पिता MUKESH KUMAR निवासी REWARI ने की।

साक्षी नं.1 श्री इस मामलात /अधिवक्ता के तथ्य से जानते है तथा यह साक्षी नं.2 की पहचान करता है।

उपमंडल पंजीयन अधिकारी( रिवाड़ी )

दिनांक 23-05-2024

This Collaboration agreement is executed at Rewari on this 23rd day May 2024.

Between

1. Sh. Pawan Kumar (Aadhar No. 3954 6581 5215)(PAN BMLPK3604C) S/o Sube Singh Resident of Village Mandhiaiya Kalan, Rewari-123401 Haryana(Hereinafter referred to as Owner which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)

And

M/s Jai Ganga Castle Private Limited, a Private Limited Company having CIN U70109DL2023PTC409232, duly incorporated under the Companies Act, 2013, having its Corporate Office at 10th Floor, Tower B, Vatika Towers, Golf Course Road, Sector-54, Gurugram-122011, through Authorized Signatory Sh. Rahul Sharma (Aadhar No. 8151 6116 1269) ( who has been empowered to execute this agreement vide Board Resolution dated 08.05.2024

Pawan Kumar

For Jai Ganga Castle Private Limited

Rahul Sharma

Authorised Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 1128 | 2024-2025 | 1 |

प्रेषकगण

प्रतिदान

गवाह

उपसंयुक्त पंजीयन अधिकारी

प्रेषकगण :- PAWAN KUMAR

प्रतिदान :- Shri RAHUL SHARMA OTHERJAI GANGA CASTLE PVT LTD

गवाह 1 :- SURENDER NAMBERDAR

गवाह 2 :- HITESH MISRA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1128 आज दिनांक 23-05-2024 को बही सं 1 जिल्द सं 672 के पृष्ठ सं 3.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द सं 50 के पृष्ठ संख्या 57 से 60 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक : 23-05-2024

उपसंयुक्त पंजीयन अधिकारी मिर्जापुर

(hereinafter called the developer which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.)

The OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:

i) Owner is lawful owner in possession of land comprising in Khewat No. 131 Khata No. 141 Rect. No. 28 Killa no. 3/2/2 (0-1) measuring 0 kanal 1 Marla through Mutation No. 751 and Khewat No. 131 Khata NO. 141 Rect no. 28 killa no. 3/2/1 (6-3),4/2 (0-9),7 (8-0), 8 (8-0) kita 4 measuring 22 kanal 12 marla out of which 185/452 share, 9 Kanal 5 Marla through mutation no. 825 Dt. 23-05-2024, and total of both khewat 9 kanal 6 marla (1.1625 Acres) situated in revenue estate of village Mandhiya Kalan, Tehsil and District Rewari

The aforementioned land is now part of sector-22 Rewari.

Pawan Kumar

For Ace Conga City Private Limited

Authorised Signatory

(Total land measuring 9 kanals 6 marla (1.1625 Acres) hereinafter referred to as the said land)

AND WHEREAS the owner have represented and assured that the Said Land is free from any charges, liens, encumbrances, litigations, Mortgage, Lease, Agreement, Court Case, notifications, etc. and the OWNER have a perfect and legal title to the Said Land and no collaboration agreement is in force or has been in force the said land and the owner are fully entitled in law to deal with the same. The Owner have represented that no third party rights of any nature have been created in respect of the Land. The owner have further represented the said land is capable of being developed into a residential Group Housing colony, as an affordable housing project under the Affordable Housing Policy, as per the prevailing laws.

AND WHEREAS the OWNER have approached the DEVELOPER for development of the Said Land into an Affordable Housing Project on collaboration basis, at its expense and to share the revenue which will be

For Ali Gargi Cloth House Lahore

Authorised Signatory

generated from the sale of built up area as well as built up area as mentioned hereunder amongst themselves.

AND WHEREAS the DEVELOPER, relying upon the representations of the owner, has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned.

NOW, it is *hereby* agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this agreement between the OWNER and the DEVELOPER is the said land admeasuring 9 Kanals 6 Marlas situated in revenue estate of Mandhlyian Kalan, Tehsil and District Rewari for utilizing the same for construction and development into an Affordable group Housing Project by the DEVELOPER.

2. That it has been agreed between the parties hereto that the revenue generated from the sale of apartments in the proposed project would be shared by the parties hereto in the ratio of 40%: 60%. The owner would be entitled to 40% of the entire revenue generated from the sale of apartments, in proportion to their shares

Pawan Kumar

For M/s Sangal Credit Private Limited

Authorised Signatory

in the land utilized for the colony whereas the balance would be under the entitlement of the developer.

3. That similar to the ratios above, the land underneath the project shall also be under the entitlement of parties to the extent of 40% : 60%. The developer shall be legally entitled to the usage, utilization as well as ownership of 60% of said total land.

4. The owner is well aware of the fact that an affordable housing project has to be strictly developed in terms of policies of the government applicable in this regard. The owner is aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the developer to commence and complete the proposed project.

5. That at the time of execution of the present collaboration agreement, the developer has made payment of following amounts to the owner:

For M/s Dwarka Goda Private Limited

Authorised Signatory

Amount paid to owner Rs. 50,00,000/- (Rupees Fifty Lakhs Only) vide Ch. No. 001027 Dated 23.05.2024 of ICICI Bank Limited as Interest Free Refundable/adjustable Security.

The aforementioned amounts have been paid to the owners towards Interest free refundable/Adjustable security deposit and the same shall remain consideration for the present agreement.

6. That the DEVELOPER shall apply for and obtain the requisite license for developing an affordable Housing Project upon the said land from the Town & Country planning Department Haryana.

7. The owner have executed and registered a Special power of attorney in favour of the developer/nominee of the developer authorising the developer to develop the said project and to allot and alienate the apartments to be built along with share in the said land in the proposed project in terms of the affordable Housing policy. The aforementioned power of attorney shall be deemed irrevocable.

Pawan Kumar

For M/s Durga Cons Private Limited

Authorised Signatory

8. That the Developer undertake to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNER agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for the purposes of development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities and development, construction and completion of the proposed project shall be incurred and paid by the Developer. The actual physical possession of the said land has been delivered by the owners to the developer simultanoously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same, to place its goards upon the same etc. and

the owner shall not disturb or interfere in the possession of the developer till the purposes of the present agreement are fully achieved.

9. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area, this will be ensured by the OWNER. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land. The developer shall have prepared the building plans. The developer shall also be entitled to seek modification or alteration or substitution of the building plans before the concerned Department with mutual consent.

10. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project

For Ansal Garage Centre Private Limited

Authorised Signatory

and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

11. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER.

12. That thereafter, the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge,

For Ace Giorgia Castle Home Limited

Authorised Signatory

cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne by the developer.

13. That this agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to be entitled to its share, as mentioned subsequently in the project and in the sale proceeds subject to payment of the share of consideration to the OWNERS as stated hereinafter and fulfillment of all other liabilities towards the owner.

14. That the Owners are aware that the Special Power of Attorney is being executed and registered by them in favour of the Developer and the same shall not be terminated/revoked by the Owner and any attempt in this regard shall not be binding on the Developer ad shall have no effect whatsoever on the legality, efficacy and binding character of the Special Power of Attorney.

15. The developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said land or by keeping the said land as collateral. The present agreement and the power of attorneys executed in favor of the developer shall be sufficient for obtaining the loan. However if any other document, written consent or appearance of the owners will be required for obtaining the loan then the owner shall be bound to comply, at the request of the developer.

16. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.

17. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNER as well as the revenue of built up area which would fall to the share of the owner. After execution of this contract, the OWNER

Pawan Kumar

For M/s Sunny Condo Private Limited

Authorised Signatory

shall only be entitled to realise the promised consideration amount as set out in this contract from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land except agreed revenue in the built-up area.

18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

19. That the developer shall abide by the affordable housing policy 2013 or any amendments/modifications thereof. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall

For ur Series Estate Pvt Ltd

Authorised Signatory

be entitled to extension of time for completing the said project. Any force majeure circumstance, if prevailing, shall cease the timelines if any prescribed in this agreement for any purpose.

20. That since considerable expenditure, efforts and expertise are involved in development of the proposed project it is the condition of this agreement that after execution of this contract, the OWNER / or his nominees or his successors will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER.

21. That if any electricity power line passed over the project land, then the Owner at its own expenses shall be bound to get the aforesaid electricity power line shifted/removed from the Project land.

22. That the Owner have further represented that there are no fees/ amounts/dues/penalty etc. payable to any Govt. Authorities, any bodies, Financial Institutions, Banks and/or any third party is payable

in respect of the said land as on the date of execution of the present agreement.

23. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies. That the sale proceeds falling to the share of owner shall not be used towards any expense relating to the project and shall be handed over/ given to the owner.

24. That as far as the commercial part/ portion of the project is concerned, the same shall be shared as the ratio decided in Point No.2 (i.e 40% (Owner):60% (Developer)). That as per affordable housing

policy the developer shall be exclusively entitled to allot/alienate 5% of total number of flats.

22. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state.

23. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also, be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allotation/sale of apartments in the Affordable Housing Project.

24. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall

be deposited in an Escrow bank account, which shall be operated by the DEVELOPER. It has been agreed that the developer shall be solely responsible and entitled to utilize the money received from numerous individuals / applicants till the allotment of the flat (s) and subsequent to draw it shall be sole responsibility of the Developer to return of the money to the un-successful applicants. The parties acknowledge that in terms of the policy, 5% of the total cost of the apartment is payable along with the application form to be filed by intending allottees. That at the time of allotment of flats, in terms of the affordable group housing policy, the Developer shall be receiving additional 20% amount from applicants/Allottee(s) of the colony, the said 20% amount shall also be deposited by the Developer, only in the escrow bank account.

25. That after the aforementioned 20% amount has been received by the developer from the allottees, thereafter the developer shall undertake the distribution of the money so deposited in the said bank account and the amounts received with regard to the 40% Share of the owner shall be transferred by the developer in accounts designated by each

constituents of the owner in this regard. The said project account shall be opened by the developer in any bank of its choice. That the Developer shall also deposit the initial 5% amount received from the applicants in the escrow account. Although the application money of 5 % received from the successful applicants in the waiting list shall be retained by the Developer and in case any of the successful applicant in the waiting list gets allotment, then the money received from him shall be transferred to the owners as per their share. That in terms of the policy the balance 75% amount shall be recovered by the Developer in six equated installments spread over a three year period. The said amounts shall also be distributed between the Developer and the owners in their respective shares, in the manner stated above. In case, any interest is charged due to default in payment by any allottee, then the Developer shall be entitled to the said interest amount. In case any refund is to be made or any allotment is canceled then the Developer & the owners shall be jointly liable for the amounts to be refunded back in their respective share. In this regard the developer shall be entitled to deduct such

refundable amounts from the shares of the owners and to make payment to the allottee. Any and all refund to be made to the allottees shall remain the joint liability of the owners as well to the extent of their share.

26. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker.

27. That the aforesaid arrangement shall continue till the Completion of the project in all respects as per the time limit prescribed in Affordable Housing Policy.

28. That in case floor area ratio is increased under the rules and regulations of Haryana State or any additional land is integrated in the said project, and it is decided that such increase in area shall be availed for the Project then the owner shall be liable to make payment for all expenses and charges involved in availing such additional area including all charges payable to any concerned

government Department. The cost of construction of such additional area shall also be shared by the owner to the developer proportionately. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall retained the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. In case the owner do not want to avail such increase the area or fail to make the payment of their share towards the government charges and the cost of construction, then the developer at its discretion may avail such area and develop the same whereupon the developer alone shall be entitled to all benefits including sale proceeds which may be derived from such increased area.

29. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

For Sai Ganga Cons Pvt Ltd

Authorised Signatory

30. That the OWNER covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

31. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

32. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming

For [illegible]

Authorised Signatory

title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER.

33. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

34. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and

Pawan Kumar

For Sri Sangi Cotta Power Limited

Authorised Signatory

service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land.

35. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the Developer shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

For M/s Omega Credit Private Limited

Authorised Signatory

36. That the common areas of the said complex / scheme shall be maintained by professional maintenance company/agency appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

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

38. That any dispute in case, arising out of the present agreement or relating to the project between the parties hereto shall be referred to as Sole arbitrator for decision to be appointed mutually by the parties herein. The Arbitration Preceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The decision of the arbitrator in this regard shall be treated as

For M/s Bright Gems Private Limited

Authorised Signatory

final and binding upon the parties. The place of arbitration shall be Gurugram. That the Punjab and Haryana High court at Chandigarh and courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction under the arbitration and conciliation act.

39. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgement, actions, suits, proceeding, Arbitrations, Assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnify and reasnoble attorney's fees and expense) suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement.

40. That all costs stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.

41. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.

In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

OWNERS

DEVELOPER

Witnesses:

25/05/24

Indian-Non Judicial Stamp
Haryana Government

Date : 11/06/2024

Certificate No. 509/2024/151
GRN No. 117609664

Stamp Duty Paid : ₹ 126200
Penalty : ₹ 0

**Seller / First Party Detail**

Name: Rakesh Kumar
H.No./Floor : Na  Sector/Ward : 34  Landmark : Mandhiya kala
City/Village : Rewari  District : Rewari  State : Haryana
Phone: 98******62

**Buyer / Second Party Detail**

Name : Jai ganga Castle private Limited
H.No./Floor : Na  Sector/Ward : 34  Landmark : Vatika town
City/Village : Gurugram  District : Gurugram  State : Gurugram
Phone : 70******90

Purpose : non judicial stamp paper for collaboration

The authenticity of this document can be verified by scanning the QrCode through smart phone or on the website http://egrashry.gov.in

## COLLABORATION AGREEMENT

Village:- Mandhiaiya Kalan

Area:- 8 Kanal 17 Marla (1.10625 Acres)

Total Value:- 63,05,625/-

Stamp :-1,26,200/-

GRN NO.: 0117609664

Registration Fees:- 0117610556 Amount Rs.35003/-

For Jai Ganga Castle Private Limited

Authorised Signatory

Rakesh

प्रवेश सं.1588 दिनांक:12-06-2024

| डीड संबंधी विवरण | |
|---|---|
| डीड का नाम | COLLABORATION AGREEMENT |
| तहसील/सब-तहसील | दिवाड़ी |
| गांव/शहर | मांदिया कलां |

| धन संबंधी विवरण | | |
|---|---|---|
| राशि 6365625 रुपये | | स्टाम्प शुल्क की राशि 126112.5 रुपये |
| स्टाम्प नं : SHK2024F151 | | स्टाम्प की राशि 126200 रुपये |
| रजिस्ट्रेशन फीस की राशि 36000 रुपये | EChallan:11761056E | पेस्टिंग शुल्क 0 रुपये |
| Drafted By: VA | | Service Charge:0 |

यह प्रवेश आज दिनांक 12-06-2024 दिन बुधवार समय 4:07:00 PM बजे श्रीमती/कुमारी RAKESH KUMAR पुत्र SUBE SINGH निवासी MANDIYA KALA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपपंजीयक पंजीयन अधिकारी ( दिवाड़ी )

हस्ताक्षर प्रस्तुतकर्ता
RAKESH KUMAR

उपरोक्त पेशकर्ता व श्रीमती/कुमारी JAI GANGA CASTLE PVT LTD thru RAHUL SHARMAGTHER प्रतिनिधि है।
प्रस्तुत प्रवेश के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया।दोनों पक्षों की पहचान श्रीमती/कुमारीANANTPAL NUMBERDAR पिता - निवासी HANSAKA व श्रीमती/कुमारी PAWAN KUMAR पिता SUBE SINGH
निवासी MANDIYA KALA ने की।
गवाही G1 की हम सम्बन्धित /अधिवक्ता के रूप में जानते है तथा वह गवाही G2 की पहचान करता है।

उपपंजीयक पंजीयन अधिकारी( दिवाड़ी )

दिनांक 12-06-2024

This Collaboration agreement is executed at Rewari on this 12th day June 2024.

Between

1. Sh. Rakesh Kumar (AADHAR No. 5008 6897 3216 ) (PAN BJMPR2320E) S/o Sube Singh Resident of Village Mandhaiya Kalan, Rewari-123401 Haryana(Hereinafter referred to as Owner which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)

And

M/s Jal Ganga Castle Private Limited, a Private Limited Company having CIN U70109DL2023PTC409232, duly incorporated under the Companies Act, 2013, having its Corporate Office at 10th Floor, Tower B, Vatika Towers, Golf Course Road, Sector-54, Gurugram-122011, through Authorized Signatory Sh. Rahul Sharma (Aadhar No. 8151 6116 1269) ( who has been empowered to execute this agreement vide Board Resolution dated 08.05.2024

Rakesh

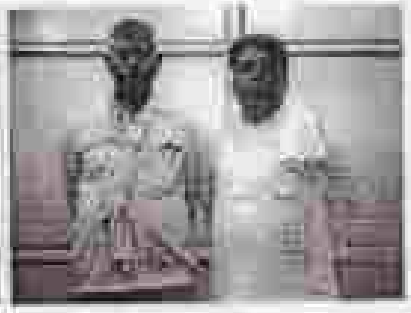
For Jal Ganga Castle Private Limited

Authorised Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 1568 | 2024-2025 | 1 |

पेशकर्ता

प्रतिवादी



गवाह

उपायुक्त पंजीयन अधिकारी

पेशकर्ता :- RAKESH KUMAR

प्रतिवादी :- Shri RAHUL SHARMAOTHERJAI GANGA CASTLE PVT LTD

गवाह 1 :- ANANTPAL NUMBERDAR

गवाह 2 :- PAWAN KUMAR

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रपत्र क्रमांक 1568 आज दिनांक 12-06-2024 को बही नं 1 जिल्द नं 672 के पृष्ठ नं 118.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 70 के पृष्ठ संख्या 44 से 47 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 12-06-2024

उपायुक्त पंजीयन अधिकारी रिवाड़ी

(hereinafter called the developer which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.)

The OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:

i) Owner is lawful owner in possession of land comprising in Khewat No. 81 Khata No. 87 Rect. No. 28 Killa no. 22/2/3 (0-6),Rect. No. 32Killa no. 1(7-19), 10(2-4), 13/1 (2-5),2(8-0),7/1/3(0-8),8/1/3(2-14), 9(7-9) total kita 8 measuring 31 kanal 05 marla by share 177/625 **(8 kanal 17 marla) (1.10625 Acres)** through mutation no. 831 **and Sale Deed vasika no.** 1579 Dt. 12.06.24 situated in revenue estate of village Madhuyian Kalan, Tehsil and District Rewari as per Jamabandi Year 2019-20

The aforementioned land is now part of sector-22 Rewari.

(Total land measuring 8 kanals 17 marla (1.10625 Acres) Hereinafter referred to as the said land)

For Sri Durga Cotex Private Limited

Authorised Signatory

AND WHEREAS the owner have represented and assured that the Said Land is free from any charges, liens, encumbrances, litigations, Mortgage, Lease, Agreement, Court Case, notifications, etc. and the OWNER have a perfect and legal title to the Said Land and no collaboration agreement is in force or has been in force the said land and the owner are fully entitled in law to deal with the same. The Owner have represented that no third party rights of any nature have been created in respect of the Land. The owner have further represented the said land is capable of being developed into a residential Group Housing colony, as an affordable housing project under the Affordable Housing Policy, as per the prevailing laws.

AND WHEREAS the OWNER have approached the DEVELOPER for development of the Said Land into an Affordable Housing Project on collaboration basis, at its expense and to share the revenue which will be generated from the sale of built up area as well as built up area as mentioned hereunder amongst themselves.

For Jai Ganga Cable Private Limited

Authorised Signatory

AND WHEREAS the DEVELOPER, relying upon the representations of the owner, has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned.

NOW, it is *hereby* agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this agreement between the OWNER and the DEVELOPER is the said land admeasuring 8 Kanals 17 Marlas situated in revenue estate of Mandhiyian Kalan, Tehsil and District Rewari for utilizing the same for construction and development into an Affordable group Housing Project by the DEVELOPER.

2. That it has been agreed between the parties hereto that the revenue generated from the sale of apartments in the proposed project would be shared by the parties hereto in the ratio of 40%: 60%. The owner would be entitled to 40% of the entire revenue generated from the sale of apartments, in proportion to their shares in the land utilized for the colony whereas the balance would be under the entitlement of the developer.

For Jai Durga Castle Private Limited

Authorised Signatory

3. That similar to the ratios above, the land underneath the project shall also be under the entitlement of parties to the extent of 40% : 60%. The developer shall be legally entitled to the usage, utilization as well as ownership of 60% of said total land.

4. The owner is well aware of the fact that an affordable housing project has to be strictly developed in terms of policies of the government applicable in this regard. The owner is aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the developer to commence and complete the proposed project.

5. That at the time of execution of the present collaboration agreement, the developer has made payment of following amounts to the owner:

Amount paid to owner Rs. 64,00,000/- (Rupees Sixty Four Lakhs Only) vide Ch. No. 001034 Dated 24.05.2024 of ICICI Bank Limited as Interest Free Refundable/adjustable Security.

For Ab Sanya Crafts Private Limited

Authorised Signatory

Rutkesh

The aforementioned amounts have been paid to the owners towards Interest free refundable/Adjustable security deposit and the same shall remain consideration for the present agreement.

6. That the DEVELOPER shall apply for and obtain the requisite license for developing an affordable Housing Project upon the said land from the Town & Country planning Department Haryana.

7. The owner have executed and registered a Special power of attorney in favour of the developer/nominee of the developer authorising the developer to develop the said project and to allot and alienate the apartments to be built along with share in the said land in the proposed project in terms of the affordable Housing policy. The aforementioned power of attorney shall be deemed irrevocable.

8. That the Developer undertake to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNER agree in accordance

Rakesh

For Jai Bangla Credit Private Limited

Authorised Signatory

with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for the purposes of development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities and development, construction and completion of the proposed project shall be incurred and paid by the Developer. The actual physical possession of the said land has been delivered by the owners to the developer simultaneously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same, to place its guards upon the same etc. and the owner shall not disturb or interfere in the possession of the developer till the purposes of the present agreement are fully achieved.

For Jai Ganga Cooch Private Limited

Authorised Signatory

9. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area, this will be ensured by the OWNER. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land. The developer shall have prepared the building plans. The developer shall also be entitled to seek modification or alteration or substitution of the building plans before the concerned Department with mutual consent.

10. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences,

Rakesh

Authorised Signatory

permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

11. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER.

12. That thereafter, the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne by the developer.

Rakesh

Authorised Signatory

13. That this agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to be entitled to its share, as mentioned subsequently in the project and in the sale proceeds subject to payment of the share of consideration to the OWNERS as stated hereinafter and fulfillment of all other liabilities towards the owner.

14. That the Owners are aware that the Special Power of Attorney is being executed and registered by them in favour of the Developer and the same shall not be terminated/revoked by the Owner and any attempt in this regard shall not be binding on the Developer ad shall have no effect whatsoever on the legality, efficacy and binding character of the Special Power of Attorney.

15. The developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said land or by keeping the said land as collateral. The present agreement and the power of attorneys executed in favor of the developer shall be

For Sai Gangotri Home Promoters

Authorised Signatory

Rakesh

sufficient for obtaining the loan. However if any other document written consent or appearance of the owners will be required for obtaining the loan then the owner shall be bound to comply, at the request of the developer.

16. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.

17. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNER as well as the revenue of built up area which would fall to the share of the owner. After execution of this contract, the OWNER shall only be entitled to realise the promised consideration amount as set out in this contract from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land except agreed revenue in the built-up area.

Rajesh

Jabal Sharma

18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

19. That the developer shall abide by the affordable housing policy 2013 or any amendments/modifications thereof. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project. Any force majeure circumstance, if prevailing shall cease the timelines if any prescribed in this agreement for any purpose.

For M/s Sangri Estate Private Limited

Authorised Signatory

20. That since considerable expenditure, efforts and expertise are involved in development of the proposed project it is the condition of this agreement that after execution of this contract, the OWNER / or his nominees or his successors will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER.

21. That if any electricity power line passed over the project land, then the Owner at its own expenses shall be bound to get the aforesaid electricity power line shifted/removed from the Project land.

22. That the Owner have further represented that there are no fees/ amounts/dues/penalty etc. payable to any Govt. Authorities, any bodies, Financial Institutions, Banks and/or any third party is payable in respect of the said land as on the date of execution of the present agreement.

For Sri Durga Credit Private Limited

Authorised Signatory

Rakesh

23. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies. That the sale proceeds falling to the share of owner shall not be used towards any expense relating to the project and shall be handed over/ given to the owner.

24. That as far as the commercial part/ portion of the project is concerned, the same shall be shared as the ratio decided in Point No.2 [i.e 40% {Owner}:60% {Developer}]. That as per affordable housing policy the developer shall be exclusively entitled to allot/alienate 5% of total number of flats.

25. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state.

26. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also, be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

27. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account, which shall be operated by the DEVELOPER. It has been agreed that the developer shall be solely

Authorised Signatory

responsible and entitled to utilize the money received from numerous individuals / applicants till the allotment of the flat (s) and subsequent to draw it shall be sole responsibility of the Developer to return of the money to the un-successful applicants. The parties acknowledge that in terms of the policy, 5% of the total cost of the apartment is payable along with the application form to be filed by intending allottees. That at the time of allotment of flats, in terms of the affordable group housing policy, the Developer shall be receiving additional 20% amount from applicants/Allottee(s) of the colony, the said 20% amount shall also be deposited by the Developer, only in the escrow bank account.

28. That after the aforementioned 20% amount has been received by the developer from the allottees, thereafter the developer shall undertake the distribution of the money so deposited in the said bank account and the amounts received with regard to the 40% Share of the owner shall be transferred by the developer in accounts designated by each constituents of the owner in this regard. The said project account shall be opened by the developer in any bank of its choice. That the

Rakesh

For Ashiana Housing Limited

Authorised Signatory

Developer shall also deposit the initial 5% amount received from the applicants in the escrow account. Although the application money of 5 % received from the successful applicants in the waiting list shall be retained by the Developer and in case any of the successful applicant in the waiting list gets allotment, then the money received from him shall be transferred to the owners as per their share. That in terms of the policy the balance 75% amount shall be recovered by the Developer in six equated installments spread over a three year period. The said amounts shall also be distributed between the Developer and the owners in their respective shares, in the manner stated above. In case, any interest is charged due to default in payment by any allottee, then the Developer shall be entitled to the said interest amount. In case any refund is to be made or any allotment is canceled then the Developer & the owners shall be jointly liable for the amounts to be refunded back in their respective share. In this regard the developer shall be entitled to deduct such refundable amounts from the shares of the owners and to make payment to the allottee. Any and all refund to be made to the allottees

shall remain the joint liability of the owners as well to the extent of their share.

29. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker.

30. That the aforesaid arrangement shall continue till the Completion of the project in all respects as per the time limit prescribed in Affordable Housing Policy.

31. That in case floor area ratio is increased under the rules and regulations of Haryana State or any additional land is integrated in the said project, and it is decided that such increase in area shall be availed for the Project then the owner shall be liable to make payment for all expenses and charges involved in availing such additional area including all charges payable to any concerned government Department. The cost of construction of such additional area shall also be shared by the owner to the developer

For Jal Ganga Colony Private Limited

Authorised Signatory

proportionately. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall retained the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. In case the owner do not want to avail such increase the area or fail to make the payment of their share towards the government charges and the cost of construction, then the developer at its discretion may avail such area and develop the same whereupon the developer alone shall be entitled to all benefits including sale proceeds which may be derived from such increased area.

32. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

33. That the OWNER covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning

Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

34. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

35. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc.

For Ja Ganga Delta Private Limited

Authorised Signatory

The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER.

36. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

37. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at

the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land.

38. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the Developer shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

39. That the common areas of the said complex / scheme shall be maintained by professional maintenance company/agency appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

For Jai Ganga Group Pvt. Ltd.

Authorised Signatory

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

41. That any dispute in case, arising out of the present agreement or relating to the project between the parties hereto shall be referred to as Sole arbitrator for decision to be appointed mutually by the parties herein. The Arbitration Preceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The decision of the arbitrator in this regard shall be treated as final and binding upon the parties. The place of arbitration shall be Gurugram. That the Punjab and Haryana High court at Chandigarh and courts in Gurgaon subordinate to it, alone shall have jurisdiction

For Jai Ganga Cooop Housing Society Limited

Authorised Signatory

Rakesh

in all matters arising out of touching and/or concerning this transaction under the arbitration and conciliation act.

42. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgement, actions, suits, proceeding, Arbitrations, Assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnify and reasonable attorney's fees and expense) suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement.

43. That all costs stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.

For Jai Ganga Costa Private Limited

Authorised Signatory

44. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.

In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

For Jai Ganga Godla Private Limited

OWNERS

DEVELOPER

Witnesses:

Pawan Kumar

THE SEAL OF

Indian-Non Judicial Stamp
Haryana Government

Certificate No.
Generated On
Stamp Duty Paid
Penalty

Seller / First Party Detail

Name
H.No./Flat No.
Sector/Ward
Landmark
City/Village
District
State
Phone

Buyer / Second Party Detail

Name
H.No./Flat No.
Sector/Ward
Landmark
City/Village
District
State
Phone

Purpose

Indian-Non Judicial Stamp
Haryana Government

Date

Certificate No.
Generated On
Stamp Duty Paid
Penalty

Seller / First Party Detail

Name
H.No./Flat No.
Sector/Ward
Landmark
City/Village
District
State
Phone

Buyer / Second Party Detail

Name
H.No./Flat No.
Sector/Ward
Landmark
City/Village
District
State
Phone

Purpose

RHYTHM SPACE TECH

Auth. Sign.

प्रलेख नं:1129 दिनांक:23-05-2024

## डीड संबंधी विवरण

डीड का नाम COLLABORATION AGREEMENT

तहसील/सब-तहसील रिवाड़ी

गांव/शहर मांढिया कलां

## धन संबंधी विवरण

राशि 8900000 रुपये स्टाम्प ड्यूटी की राशि 178000 रुपये

स्टाम्प नं : 5[illegible]2024011 स्टाम्प की राशि 177420 रुपये

रजिस्ट्रेशन फीस की राशि 45000 RECeipt:110001[illegible] पंजिका शुल्क : 0 रुपये

प्रमाणी:

इंडेक्सिंग स्टाम्प: 5[illegible]/2024E200 इंडेक्सिंग Group: 110[illegible]7143 इंडेक्सिंग शुल्क: 600

Drafted By: VA Service Charge:0

यह प्रलेख आज दिनांक 23-05-2024 दिन गुरुवार समय 8:00:00 PM बजे श्रीमतीमती ऋचमारी RUCTHMESNACH TECHnoUTCENBR MDRAOTHER निवास REWARI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/सहायक पंजीयन अधिकारी (रिवाड़ी)

कलमकार मनुजमारी
RUCTHM SPACE TECH

उपरोक्त पेशकर्ता व श्रीमतीमती ऋचमारी JAI GANGA CASTLE PVT LTD thru RAJIUL BHARMAOTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्रीमतीमती ऋचमारीMANIPAL NAMBERDAR पिता - निवासी HANSAKA व श्रीमतीमती ऋचमारी PAWAN KUMAR पिता SUBE SINGH निवासी MANDITA KALA ने की।
गवाही नं.1 को इस लेनदेन /अधिकार के बारे में जानते है तथा वह गवाही नं.2 की पहचान करता है।

उप/सहायक पंजीयन अधिकारी( रिवाड़ी )

दिनांक 23-05-2024

## COLLABORATION AGREEMENT

Village:- Mundhtalya Kalan

Area:- 12 Kanal 9 Marla (1.55625 Acres)

Total Value:- 89,00,000/-

Stamp :-1,78,000/-

GRN NO.: 116951147

Registration Fees:- 116951169

This Collaboration agreement is executed at Rewari on this 23rd day May 2024.

Between

M/s Rhythm Space Tech (PAN ABFFR0931F) Having its registered office at 1868, Sector-4, Rewari through its authorised representative Sh Mr. Hitesh Mishra (Aadhar No. 3464 5034 9610) (authorised to enter upon the present collaboration agreement with a Authority Letter issued by the Partners of the firm on dated 15.05.2024) (Hereinafter referred to as Owner

RHYTHM SPACE TECH

Auth. Sign

Authorised Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 1129 | 2024-2025 | 1 |

प्रतिवादी

दावेदार

गवाह

उपबन्धकुक्त पंजीयन अधिकारी

प्रतिवादी :- Shri HITESH MISRAOTHER RHYTHM SPACE TECH

दावेदार :- Shri RAHUL SHARMAOTHERJAI GANGA CASTLE PVT LTD

गवाह 1 :- ANANTPAL NAMBERDAR

गवाह 2 :- PARWAN KUMAR

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1129 आज दिनांक 23-05-2024 को बही सं 1 जिल्द सं 672 के पृष्ठ सं 3.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द सं 50 के पृष्ठ संख्या 61 से 64 पर चिपकाई गयी । यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है ।

दिनांक 23-05-2024

उपबन्धकुक्त पंजीयन अधिकारी दिवाली

which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)

And

M/s Jai Ganga Castle Private Limited, a Private Limited Company having CIN U70109DL2023PTC409232, duly incorporated under the Companies Act, 2013, having its Corporate Office at 10th Floor, Tower B, Vatika Towers, Golf Course Road, Sector-54, Gurugram-122011, through Authorized Signatory Sh. Rahul Sharma (Aadhar No. 8151 6116 1269) ( who has been empowered to execute this agreement vide Board Resolution dated 08.05.2024 (hereinafter called the developer which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.)

The OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:

RHYTHM OFFICE TECH
Auth. Sign.

For Jai Ganga Castle Private Limited
Authorised Signatory

I) Owner is lawful owner in possession of land comprising in Khewat No. 46 Khata No. 46 Rect. No. 28 Killa no. 19 (8-0),20(8-0), 21(8-0), 22/1(3-8), Rect. No. 29 Killa no. 16/1(4-0), 25/2(6-9), Rect. No. 31 Killa no. 5/1 (4-11) total kita 7 measuring 42 kanal 08 marla by share 249/848 (12 kanal 9 marla) (1.55625 Acres) through mutation no. 770 and 771 and 811 situated in revenue estate of village MadhiyaKalan, Tehsil and District Rewari.

The aforementioned land is now part of sector-22 Rewari.

(Total land measuring 12 kanals 9 marla (1.55625 Acres) hereinafter referred to as the said land)

**AND WHEREAS** the owner have represented and assured that the Said Land is free from any charges, liens, encumbrances, litigations, Mortgage, Lease, Agreement, Court Case, notifications, etc. and the OWNER have a perfect and legal title to the Said Land and no collaboration agreement is in force or has been in force the said land and the owner are fully entitled in law to deal with the same. The Owner have represented that no third party rights of any nature have

RHYTHM SPACE TECH
Auth. Sign.

For Mr. Sanjay Gupta (Power of Attorney)
Authorised Signatory

been created in respect of the Land. The owner have further represented the said land is capable of being developed into a residential Group Housing colony, as an affordable housing project under the Affordable Housing Policy, as per the prevailing laws.

AND WHEREAS the OWNER have approached the DEVELOPER for development of the Said Land into an Affordable Housing Project on collaboration basis, at its expense and to share the revenue which will be generated from the sale of built up area as well as built up area as mentioned hereunder amongst themselves.

AND WHEREAS the DEVELOPER, relying upon the representations of the owner, has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned.

NOW, it is *hereby* agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this agreement between the OWNER and the DEVELOPER is the said land admeasuring 12 Kanals 9 Marlas (1.55625 Acres) situated in revenue estate of Mandhiylan Kalan,

RHYTHM SPACE TECH
Auth. Sign.

Tehsil and District Rewari for utilizing the same for construction and development into an Affordable group Housing Project by the DEVELOPER.

2. That it has been agreed between the parties hereto that the revenue generated from the sale of apartments in the proposed project would be shared by the parties hereto in the ratio of 20%: 80%. The owner would be entitled to 20% of the entire revenue generated from the sale of apartments, in proportion to their shares in the land utilized for the colony whereas the balance would be under the entitlement of the developer.

3. That similar to the ratios above, the land underneath the project shall also be under the entitlement of parties to the extent of 20% : 80%. The developer shall be legally entitled to the usage, utilization as well as ownership of 80% of said total land.

4. The owner is well aware of the fact that an affordable housing project has to be strictly developed in terms of policies of the

RHYTHM SPACE TECH.
Auth. Sign.

government applicable in this regard. The owner is aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the developer to commence and complete the proposed project.

5. That at the time of execution of the present collaboration agreement, the developer has made payment of following amounts to the owner:

Amount paid to owner Rs. 20,00,000/- (Rupees Twenty Lakhs Only) vide Ch. No. 001028 Dated 23.05.2024 of ICICI Bank Limited as Interest Free Refundable/adjustable Security.

The aforementioned amounts have been paid to the owners towards Interest free refundable/Adjustable security deposit and the same shall remain consideration for the present agreement.

6. That the DEVELOPER shall apply for and obtain the requisite license for developing an affordable Housing Project upon the said land from the Town & Country planning Department Haryana.

FORYTHIA SPACE TECH
Auth. Sign.

For Ad Genya Realty Private Limited
Authorised Signatory


THE SEAL OF

7. The owner have executed and registered a Special power of attorney in favour of the developer/nominee of the developer authorising the developer to develop the said project and to allot and alienate the apartments to be built along with share in the said land in the proposed project in terms of the affordable Housing policy. The aforementioned power of attorney shall be deemed irrevocable.

8. That the Developer undertake to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNER agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for the purposes of development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned

RHYTHM SPACE TECH

Auth. Sign.

authorities and development, construction and completion of the proposed project shall be incurred and paid by the Developer. The actual physical possession of the said land has been delivered by the owners to the developer simultaneously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same, to place its guards upon the same etc. and the owner shall not disturb or interfere in the possession of the developer till the purposes of the present agreement are fully achieved.

9. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area, this will be ensured by the OWNER. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in

RHYTHM SPACE TECH
Auth. Sign.

the aforesaid land. The developer shall have prepared the building plans. The developer shall also be entitled to seek modification or alteration or substitution of the building plans before the concerned Department with mutual consent.

10. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

11. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER.

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Auth. Sign.

12. That thereafter, the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne by the developer.

13. That this agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to be entitled to its share, as mentioned subsequently in the project and in the sale proceeds subject to payment of the share of consideration to the OWNERS as stated hereinafter and fulfillment of all other liabilities towards the owner.

RAYMOND SERVICE TECH

Auth. Sign.

Fakir Chand Sharma

Authorised Signatory

14. That the Owners are aware that the Special Power of Attorney is being executed and registered by them in favour of the Developer and the same shall not be terminated/revoked by the Owner and any attempt in this regard shall not be binding on the Developer ad shall have no effect whatsoever on the legality, efficacy and binding character of the Special Power of Attorney.

15. The developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said land or by keeping the said land as collateral. The present agreement and the power of attorneys executed in favor of the developer shall be sufficient for obtaining the loan. However if any other document, written consent or appearance of the owners will be required for obtaining the loan then the owner shall be bound to comply, at the request of the developer.

16. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to

RHYTHM SPACE TECH
Auth. Sign.

For ... Group ... Pvt. Ltd.
Authorised Signatory

execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.

17. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNER as well as the revenue of built up area which would fall to the share of the owner. After execution of this contract, the OWNER shall only be entitled to realise the promised consideration amount as set out in this contract from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land except agreed revenue in the built-up area.

18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

RHYTHM SPACE TECH
Auth. Sign.

The Jai Singh Cooperative Housing Society
Authorised Signatory

19. That the developer shall abide by the affordable housing policy 2013 or any amendments/modifications thereof. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project. Any force majeure circumstance, if prevailing, shall cease the timelines if any prescribed in this agreement for any purpose.

20. That since considerable expenditure, efforts and expertise are involved in development of the proposed project it is the condition of this agreement that after execution of this contract, the OWNER / or his nominees or his successors will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER.

RHYTHM SPACE TECH
Auth. Sign

Authorised Signatory

21. That if any electricity power line passed over the project land, then the Owner at its own expenses shall be bound to get the aforesaid electricity power line shifted/removed from the Project land.

22. That the Owner have further represented that there are no fees/ amounts/dues/penalty etc. payable to any Govt. Authorities, any bodies, Financial institutions, Banks and/or any third party is payable in respect of the said land as on the date of execution of the present agreement.

23. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies. That the sale proceeds falling to the share of owner shall not

RHYTHM SPACE TECH
Auth. Sign.

For Jai Durga Sales Private Limited
Authorised Signatory

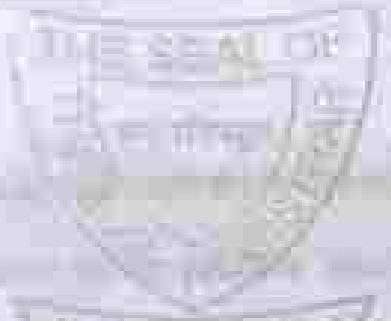
be used towards any expense relating to the project and shall be handed over/ given to the owner.

24. That as far as the commercial part/ portion of the project is concerned, the same shall be shared as the ratio decided in Point No.2 (Le 20% {Owner}:80% {Developer}). That as per affordable housing policy the developer shall be exclusively entitled to allot/alienate 5% of total number of flats.

22. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state.

23. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER

RHYTHM SPACE TECH
Auth. Sign.



shall also, be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

24. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account, which shall be operated by the DEVELOPER. It has been agreed that the developer shall be solely responsible and entitled to utilize the money received from numerous individuals / applicants till the allotment of the flat (s) and subsequent to draw it shall be sole responsibility of the Developer to return of the money to the un-successful applicants. The parties acknowledge that in terms of the policy, 5% of the total cost of the apartment is payable along with the application form to be filed by intending allottees. That at the time of allotment of flats, in terms of the affordable group housing policy, the Developer shall be receiving additional 20% amount from applicants/Allottee(s) of the colony, the said 20% amount shall also be deposited by the Developer, only in the escrow bank account.

RHYTHM SPACE TECH

Auth. Sign.

For M/s Deep Cloth Mills Limited

Authorised Signatory

25. That after the aforementioned 20% amount has been received by the developer from the allottees, thereafter the developer shall undertake the distribution of the money so deposited in the said bank account and the amounts received with regard to the 20% Share of the owner shall be transferred by the developer in accounts designated by each constituents of the owner in this regard. The said project account shall be opened by the developer in any bank of its choice. That the Developer shall also deposit the initial 5% amount received from the applicants in the escrow account. Although the application money of 5 % received from the successful applicants in the waiting list shall be retained by the Developer and in case any of the successful applicant in the waiting list gets allotment, then the money received from him shall be transferred to the owners as per their share. That in terms of the policy the balance 75% amount shall be recovered by the Developer in six equated installments spread over a three year period. The said amounts shall also be distributed between the Developer and the owners in their respective shares, in the manner stated above. In case, any interest is charged due to default in

RHYTHM SPACE TECH

Auth. Sign

For Jai Durga Credit Power Limited

Authorised Signatory


THE SEAL OF
DELAWARE

payment by any allottee, then the Developer shall be entitled to the said interest amount. In case any refund is to be made or any allotment is canceled then the Developer & the owners shall be jointly liable for the amounts to be refunded back in their respective share. In this regard the developer shall be entitled to deduct such refundable amounts from the shares of the owners and to make payment to the allottee. Any and all refund to be made to the allottees shall remain the joint liability of the owners as well to the extent of their share.

26. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker.

27. That the aforesaid arrangement shall continue till the Completion of the project in all respects as per the time limit prescribed in Affordable Housing Policy.

For M/s Sangi Cities Private Limited

Authorised Signatory

RHYTHM SPACE TECH

Auth. Sign.

28. That in case floor area ratio is increased under the rules and regulations of Haryana State or any additional land is integrated in the said project, and it is decided that such increase in area shall be availed for the Project then the owner shall be liable to make payment for all expenses and charges involved in availing such additional area including all charges payable to any concerned government Department. The cost of construction of such additional area shall also be shared by the owner to the developer proportionately. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall retained the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. In case the owner do not want to avail such increase the area or fail to make the payment of their share towards the government charges and the cost of construction, then the developer at its discretion may avail such area and develop the same whereupon the developer alone shall be entitled to all benefits including sale proceeds which may be derived from such increased area.

For the Owner Sunny Pandey Limited

Authorised Signatory

RHYTHM SPACE TECH

Auth. Sign.

29. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

30. That the OWNER covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

31. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

RHYTHM SPACETECH

Auth. Sign.

For Sunny Cola Properties

Authorised Signatory

32. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER.

33. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and

RHYTHM CONSTRUCTION

Auth. Sign.

construction of the said complex and/or booking and sale of apartments the project building.

34. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land.

35. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the Developer shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking.

ROOPAM BUILDTECH

Auth. Sign.

For M/s Dilkap Conn Knowledge Limited

Authorised Signatory

etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

36. That the common areas of the said complex / scheme shall be maintained by professional maintenance company/agency appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

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

38. That any dispute in case, arising out of the present agreement or relating to the project between the parties hereto shall be referred to

RHYTHM SPACE TECH

Auth. Sign

as Sole arbitrator for decision to be appointed mutually by the parties herein. The Arbitration Proceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The decision of the arbitrator in this regard shall be treated as final and binding upon the parties. The place of arbitration shall be Gurugram. That the Punjab and Haryana High court at Chandigarh and courts in Gurgaon subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction under the arbitration and conciliation act.

39. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgement, actions, suits, proceeding, Arbitrations, Assessments, costs and expenses (including without limitation, expenses of investigation and

RHYTHM SPACE TECH
Auth. Sign.

Prime Design Data Processing Ltd
Authorised Signatory

enforcement of this indemnify and reasnoble attorney's fees and expense) suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement.

40. That all costs stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.

41. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.

In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

RHYTHM SINGETECH

OWNERS

DEVELOPER

Witnesses:

23/05/24

Parameshwar

Parameshwar S/o Late Sukhar
Giya R/o Mandhyar Kalan

Indian Non Judicial Stamp
Haryana Government

Certificate No.
GRN No.
Stamp Duty Paid
Penalty

Seller / First Party Detail

Name: Rhythm Space Tech
H.No./Street: 1808
Sector/Mohal: 4
Landmark: Hisar
City/Village: Rewari
District: Rewari
State: Haryana
Phone:

1130
30/05/24

Buyer / Second Party Detail

Name: Jai ganjp Centh Home Limited
H.No./Street: 4879
Sector/Mohal: 70
Landmark: Kothar pasam
City/Village: North delhi
District: Delhi
State: Delhi
Phone:

Purpose: non judicial stamp paper for collaboration agreement

# COLLABORATION AGREEMENT

Village:- Mandhiaiya Kalan

Area:- 16 Kanal 0 Marla (2.00 Acres)

Total Value:- 1,14,00,000/-

Stamp :-2,28,000/-

GRN NO.:-S0E2024E6

Registration Fees:- 116951109

RHYTHM SPACE TECH
Auth. Sign.

प्रवेश सं:1130 दिनांक:23-05-2024

| डीड सम्बन्धी विवरण | |
|---|---|
| डीड का नाम AGREEMENT | COLLABORATION |
| तहसील/सब-तहसील | तिवारी |
| गांव/शहर | मांझिया कलां |

| धन सम्बन्धी विवरण | | |
|---|---|---|
| राशि: 11400000 रुपये | | स्टाम्प ड्यूटी की राशि: 228000 रुपये |
| स्टाम्प सं : 50K/2024 | | स्टाम्प की राशि 228000 रुपये |
| रजिस्ट्रेशन फीस की राशि 50000 रुपये | EChallan:11605110V | रजिस्ट्रेशन शुल्क 0 रुपये |

Drafted By:VA Service Charge:0

यह प्रवेश आज दिनांक 23-05-2024 दिन गुरुवार समय 5:15:00 PM( श्री/श्रीमती/कुमारी RHYTHM SPACE TECH(Mr.HITESH MISRA)(Mr.) पिता/पति BIWARI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमहापंजीयक पंजीयन अधिकारी ( तिवारी )

हस्ताक्षर प्रस्तुतकर्ता
RHYTHM SPACE TECH

उपरोक्त विलेख के श्री/श्रीमती/कुमारी JAI GANGA CASTLE PVT LTD (Mr.RAHUL SHARMA)(Mr.) द्वारा निष्पादन है।
प्रस्तुत प्रवेश के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया।दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी ANANCHAL NAMBURDAR पिता - तिवारी HANSAKA व श्री/श्रीमती/कुमारी PAWAN KUMAR पिता SURE SINGH
तिवारी MANDITA KALA ने की।
गवाही नं.1 को हम सम्बन्धित अधिकारी के रूप में जानते हैं तथा वह गवाही नं.2 की पहचान करता है।

उपमहापंजीयक पंजीयन अधिकारी( तिवारी )

दिनांक 23-05-2024

This Collaboration agreement is executed at Rewari on this 23rd day May 2024.

Between

M/s Rhythm Space Tech (PAN **ABFFR0931F**) Having its registered office at 186B, Sector-4, Rewari through its authorised representative Sh Mr. Hitesh Mishra (Aadhar No. 3464 5034 9610) (authorised to enter upon the present collaboration agreement with a Authority Letter issued by the Partners of the firm on dated 15.05.2024) (Hereinafter referred to as Owner which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)

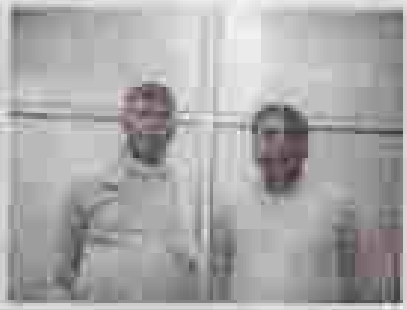
And

M/s Jai Ganga Castle Private Limited, a Private Limited Company having CIN U70109DL2023PTC409232, duly incorporated under the Companies Act, 2013, having its Corporate Office at 10th Floor, Tower B, Vatika Towers, Golf Course Road, Sector-54,

RHYTHM SPACE TECH
Auth. Sign.

For Jai Ganga Castle Private Limited
Authorised Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 1130 | 2024-2025 | 1 |



पेशकर्ता

दावेदार

गवाह

उपनिबंधक पंजीयन अधिकारी

पेशकर्ता :- श्री/श्रीमती HITESH MISRAOTHER RHYTHM SPACE TECH

दावेदार :- श्री/श्रीमती RAHUL SHARMAOTHERJAI GANGA CASTLE PVT LTD

गवाह 1 :- ANANTPAL NAMBERDAR

गवाह 2 :- PAVAN KUMAR

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह दस्तावेज क्रमांक 1130 आज दिनांक 23-05-2024 को बही नं 1 जिल्द नं 672 के पृष्ठ नं 3.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 50 के पृष्ठ संख्या 65 से 68 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के दस्तावेजकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 23-05-2024

उपनिबंधक पंजीयन अधिकारी दिल्ली

Gurugram-122011, through Authorized Signatory Sh. Rahul Sharma (Aadhar No. 8151 6116 1269) ( who has been empowered to execute this agreement vide Board Resolution dated 08.05.2024 (hereinafter called the developer which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.,)

The OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:

i) Owner is lawful owner in possession of land comprising in Khewat No. 46 Khata No. 46 Rect. No. 28 Killa no. 19 (8-0),20(8-0), 21(8-0), 22/1(3-8), Rect. No. 29 Killa no. 16/1(4-0), 25/2(6-9), Rect. No. 31 Killa no. 5/1 (4-11) total kita 7 measuring 42 kanal 08 marla by share 320/848 (16 kanal 0 marla) (2.00 Acres) through mutation no. 811 and 820 situated in revenue estate of village MadhiyaKalan, Tehsil and District Rewari.

The aforementioned land is now part of sector-22 Rewari.

RHYTHM EPAC TECH
Auth. Sign.

For 3d Design Code Space Unit
Authorised Signatory

(Total land measuring 16 kanals 0 marla (2.00 Acres) hereinafter referred to as the said land)

AND WHEREAS the owner have represented and assured that the Said Land is free from any charges, liens, encumbrances, litigations, Mortgage, Lease, Agreement, Court Case, notifications, etc. and the OWNER have a perfect and legal title to the Said Land and no collaboration agreement is in force or has been in force the said land and the owner are fully entitled in law to deal with the same. The Owner have represented that no third party rights of any nature have been created in respect of the Land. The owner have further represented the said land is capable of being developed into a residential Group Housing colony, as an affordable housing project under the Affordable Housing Policy, as per the prevailing laws.

AND WHEREAS the OWNER have approached the DEVELOPER for development of the Said Land into an Affordable Housing Project on collaboration basis, at its expense and to share the revenue which will be

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Auth. Sign.

For Jai Durga Credit Power Limited
Authorised Signatory

generated from the sale of built up area as well as built up area as mentioned hereunder amongst themselves.

AND WHEREAS the DEVELOPER, relying upon the representations of the owner, has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned.

NOW, it is *hereby* agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this agreement between the OWNER and the DEVELOPER is the said land admeasuring 16 Kanals 0 Marlas (2.00 Acres) situated in revenue estate of Mandhiylan Kalan, Tehsil and District Rewari for utilizing the same for construction and development into an Affordable group Housing Project by the DEVELOPER.

2. That it has been agreed between the parties hereto that the revenue generated from the sale of apartments in the proposed project would be shared by the parties hereto in the ratio of 40%: 60%. The owner would be entitled to 40% of the entire revenue

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Auth. Sign.

For Jai Durga Data Private Limited
Authorised Signatory

generated from the sale of apartments, in proportion to their shares in the land utilized for the colony whereas the balance would be under the entitlement of the developer.

3. That similar to the ratios above, the land underneath the project shall also be under the entitlement of parties to the extent of 40% : 60%. The developer shall be legally entitled to the usage, utilization as well as ownership of 60% of said total land.

4. The owner is well aware of the fact that an affordable housing project has to be strictly developed in terms of policies of the government applicable in this regard. The owner is aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the developer to commence and complete the proposed project.

5. That at the time of execution of the present collaboration agreement, the developer has made payment of following amounts to the owner:

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Auth. Sign

For Ali Sanjo Cable Private Limited
Authorised Signatory

Amount paid to owner Rs. 50,00,000/- (Rupees Twenty Lakhs Only) vide Ch. No. 001029 Dated 23.05.2024 of ICICI Bank Limited as Interest Free Refundable/adjustable Security.

The aforementioned amounts have been paid to the owners towards Interest free refundable/Adjustable security deposit and the same shall remain consideration for the present agreement.

6. That the DEVELOPER shall apply for and obtain the requisite license for developing an affordable Housing Project upon the said land from the Town & Country planning Department Haryana.

7. The owner have executed and registered a Special power of attorney in favour of the developer/nominee of the developer authorising the developer to develop the said project and to allot and allenate the apartments to be built along with share in the said land in the proposed project in terms of the affordable Housing policy. The aforementioned power of attorney shall be deemed irrevocable.

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Auth. Sign.

For Ambrosia Costa Finella Limited
Authorised Signatory

8. That the Developer undertake to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNER agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for the purposes of development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities and development, construction and completion of the proposed project shall be incurred and paid by the Developer. The actual physical possession of the said land has been delivered by the owners to the developer simultaneously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same, to place its guards upon the same etc. and

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Auth. Sign.

For Jai Durga Cable Private Limited

Authorised Signatory

the owner shall not disturb or interfere in the possession of the developer till the purposes of the present agreement are fully achieved.

9. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area, this will be ensured by the OWNER. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land. The developer shall have prepared the building plans. The developer shall also be entitled to seek modification or alteration or substitution of the building plans before the concerned Department with mutual consent.

10. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project

RAYTHAM OFFICE TECH
Auth. Sign

For M/s Ganga Estate Private Limited
Authorised Signatory

and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

11. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER.

12. That thereafter, the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge,

MONTHAN SPACE TECH
Auth. Sign.

For Sir Gangu Capital Private Limited
Authorised Signatory

cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne by the developer.

13. That this agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to be entitled to its share, as mentioned subsequently in the project and in the sale proceeds subject to payment of the share of consideration to the OWNERS as stated hereinafter and fulfillment of all other liabilities towards the owner.

14. That the Owners are aware that the Special Power of Attorney is being executed and registered by them in favour of the Developer and the same shall not be terminated/revoked by the Owner and any attempt in this regard shall not be binding on the Developer ad shall have no effect whatsoever on the legality, efficacy and binding character of the Special Power of Attorney.

RHYTHM SPACE TECH

Auth Sign

For Jai Ganga Cotton Private Limited

Authorised Signatory

15. The developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said land or by keeping the said land as collateral. The present agreement and the power of attorneys executed in favor of the developer shall be sufficient for obtaining the loan. However if any other document, written consent or appearance of the owners will be required for obtaining the loan then the owner shall be bound to comply, at the request of the developer.

16. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.

17. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNER as well as the revenue of built up area which would fall to the share of the owner. After execution of this contract, the OWNER

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Auth. Sign.

For Sri Vanji Cons. Private Limited
Authorised Signatory

shall only be entitled to realise the promised consideration amount as set out in this contract from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land except agreed revenue in the built-up area.

18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

19. That the developer shall abide by the affordable housing policy 2013 or any amendments/modifications thereof. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall

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Auth. Sign

For Jai Durga Cons. Private Limited
Authorised Signatory

be entitled to extension of time for completing the said project. Any force majeure circumstance, if prevailing, shall cease the timelines if any prescribed in this agreement for any purpose.

20. That since considerable expenditure, efforts and expertise are involved in development of the proposed project it is the condition of this agreement that after execution of this contract, the OWNER / or his nominees or his successors will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER.

21. That if any electricity power line passed over the project land, then the Owner at its own expenses shall be bound to get the aforesaid electricity power line shifted/removed from the Project land.

22. That the Owner have further represented that there are no fees/ amounts/dues/penalty etc. payable to any Govt. Authorities, any bodies, Financial Institutions, Banks and/or any third party is payable

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Auth. Sign.

Authorised Signatory

in respect of the said land as on the date of execution of the present agreement.

23. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies. That the sale proceeds falling to the share of owner shall not be used towards any expense relating to the project and shall be handed over/ given to the owner.

24. That as far as the commercial part/ portion of the project is concerned, the same shall be shared as the ratio decided in Point No.2 (i.e 40% (Owner):60% (Developer)). That as per affordable housing

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For [illegible] Private Limited
Authorised Signatory

policy the developer shall be exclusively entitled to allot/allenate 5% of total number of flats.

22. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state.

23. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also, be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

24. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall

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For [illegible] Private Limited
Authorised Signatory

be deposited in an Escrow bank account, which shall be operated by the DEVELOPER. It has been agreed that the developer shall be solely responsible and entitled to utilize the money received from numerous individuals / applicants till the allotment of the flat (s) and subsequent to draw it shall be sole responsibility of the Developer to return of the money to the un-successful applicants. The parties acknowledge that in terms of the policy, 5% of the total cost of the apartment is payable along with the application form to be filed by intending allottees. That at the time of allotment of flats; In terms of the affordable group housing policy, the Developer shall be receiving additional 20% amount from applicants/Allottee(s) of the colony, the said 20% amount shall also be deposited by the Developer, only in the escrow bank account.

25. That after the aforementioned 20% amount has been received by the developer from the allottees, thereafter the developer shall undertake the distribution of the money so deposited in the said bank account and the amounts received with regard to the 40% Share of the owner shall be transferred by the developer in accounts designated by each

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Auth. Sign

For M/s Ganga Space Private Limited
Authorised Signatory

constituents of the owner in this regard. The said project account shall be opened by the developer in any bank of its choice. That the Developer shall also deposit the initial 5% amount received from the applicants in the escrow account. Although the application money of 5 % received from the successful applicants in the waiting list shall be retained by the Developer and in case any of the successful applicant in the waiting list gets allotment, then the money received from him shall be transferred to the owners as per their share. That in terms of the policy the balance 75% amount shall be recovered by the Developer in six equated installments spread over a three year period. The said amounts shall also be distributed between the Developer and the owners in their respective shares, in the manner stated above. In case, any interest is charged due to default in payment by any allottee, then the Developer shall be entitled to the said interest amount. In case any refund is to be made or any allotment is canceled then the Developer & the owners shall be jointly liable for the amounts to be refunded back in their respective share. In this regard the developer shall be entitled to deduct such

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For Ja Sangra Group Private Limited
Authorised Signatory

refundable amounts from the shares of the owners and to make payment to the allottee. Any and all refund to be made to the allottees shall remain the joint liability of the owners as well to the extent of their share.

26. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker.

27. That the aforesaid arrangement shall continue till the Completion of the project in all respects as per the time limit prescribed in Affordable Housing Policy.

28. That in case floor area ratio is increased under the rules and regulations of Haryana State or any additional land is integrated in the said project, and it is decided that such increase in area shall be availed for the Project then the owner shall be liable to make payment for all expenses and charges involved in availing such additional area including all charges payable to any concerned

RHYTHM SPACE PRIVATE
Auth. Sign.

By Jai Durga Cloth Private Limited
Authorised Signatory

government Department. The cost of construction of such additional area shall also be shared by the owner to the developer proportionately. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall retained the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. In case the owner do not want to avail such increase the area or fail to make the payment of their share towards the government charges and the cost of construction, then the developer at its discretion may avail such area and develop the same whereupon the developer alone shall be entitled to all benefits including sale proceeds which may be derived from such increased area.

29. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

For Jk Design Delta Private Limited

Authorised Signatory

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30. That the OWNER covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

31. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

32. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming

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Auth. Sign.

For Jai Ganga Cement Private Limited
Authorised Signatory

title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER.

33. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

34. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and

For Jai Singh Cons. Pvt. Ltd.

Authorised Signatory

RHYTHM SPACE TECH

Auth. Sign.

service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies and to have temporary site office in any part of the said land.

35. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the Developer shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

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36. That the common areas of the said complex / scheme shall be maintained by professional maintenance company/agency appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

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

38. That any dispute in case, arising out of the present agreement or relating to the project between the parties hereto shall be referred to as Sole arbitrator for decision to be appointed mutually by the parties herein. The Arbitration Preceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The decision of the arbitrator in this regard shall be treated as

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Auth. Sign.

For Ze Garga Space Private Limited

Authorised Signatory

final and binding upon the parties. The place of arbitration shall be Gurugram. That the Punjab and Haryana High court at Chandigarh and courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction under the arbitration and conciliation act.

39. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgement, actions, suits, proceeding, Arbitrations, Assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnify and reasnoble attorney's fees and expense) suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement.

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Auth. Sign

For Alliance Creek Private Limited
Authorised Signatory

40. That all costs stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.

41. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.

In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

RHYTHM SPACE TECH
Auth. Sign.

For Al Ganga Cons Pvt Ltd
Authorised Signatory

OWNERS

DEVELOPER

Witnesses:

23/05/24

Pawan Kumar S/o Sukhe Singh
R/o Mandkya Kalan

Non Judicial

**Indian-Non Judicial Stamp**
**Haryana Government**

Date: 11/06/2024

Certificate No. SOK2004F157

GRN No. 117610001

Stamp Duty Paid : ₹ 319200

Penalty : ₹ 0

**Seller / First Party Detail**

Name: Rhythm Space tech Rewari

H.No./Floor : 1488 Sector/Ward : 4 Landmark : Rewari

City/Village : Rewari District : Rewari State : Haryana

Phone: 70********10

1587
12/06/24

**Buyer / Second Party Detail**

Name: Jai ganga Castle private Limited

H.No./Floor : NA Sector/Ward : 54 Landmark : Vatika treeline

City/Village : Gurugram District : Gurugram State : Gurugram

Phone: 70********10

Purpose : non judicial stamp paper for collaboration agreement

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

## COLLABORATION AGREEMENT

Village:- Mandhtaiya Kalan

Area:- 22 Kanal 8 Marla (2.8 Acres)

Total Value:- 1,59,60,000/-

Stamp :-3,19,200/-

GRN NO.: 0117610001

Registration Fees: 0117610446 amount 50003/-

RHYTHM SPACE TECH

Auth. Sign.

For Jai Ganga Castle Private Limited

Authorised Signatory

प्रलेख नं:1587

दिनांक:12-06-2024

## डीड संबंधी विवरण

डीड का नाम COLLABORATION AGREEMENT

तहसील/सब-तहसील रिवाड़ी

गांव/शहर माढ़िया कलां

## धन संबंधी विवरण

राशि 15960000 रुपये

स्टाम्प ड्यूटी की राशि 319200 रुपये

स्टाम्प सं : 1006334FLED

स्टाम्प की राशि 319200 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:117010446

पंजीकरण शुल्क 0 रुपये

Drafted By: VA

Service Charge:0

यह प्रलेख आज दिनांक 12-06-2024 दिन बुधवार समय 4:03:00 PM बजे श्रीमती /कुमारी RHYTHM SPACE TECH REWARIfirm HITESH MISRAOTHER निवास REWARI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपायुक्त पंजीकरण अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
RHYTHM SPACE TECH REWARI

उपरोक्त पेशकर्ता व श्रीमती /कुमारी JAI GANGA CASTLE PVT LTD firm RAHUL SHARMAOTHER इनिशर है।
प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों
ने दुरुस्त तथा सत्यापन स्वीकार किया।दोनों पक्षों की पहचान श्रीमती /कुमारीSURENDER NAMBERDAR पिता - निवासी MAHIPUR व श्रीमती /कुमारी PAWAN KUMAR पिता SUBE SINGH
निवासी MANDIYA KALA ने की।
गवाही नं:1 को हम सत्यवादार /अधिवक्ता के रूप में जानते है तथा वह गवाही नं:2 की पहचान करता है।

उपायुक्त पंजीयन अधिकारी( रिवाड़ी )

This Collaboration agreement is executed at Rewari on this 12th day June 2024.

Between

1. M/s Rhythm Space Tech [PAN **ABFFR0931F**] Having its registered office at 1868, Sector-4, Rewari through its authorised representative Sh Mr. Hitesh Mishra (Aadhar No. 3464 5034 9610) (authorised to enter upon the present collaboration agreement with a Authority Letter issued by the Partners of the firm on dated 15.05.2024) (Hereinafter referred to as Owner which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)

And

M/s Jai Ganga Castle Private Limited, a Private Limited Company having CIN U70109DL2023PTC409232, duly incorporated under the Companies Act, 2013, having its Corporate Office at 10th Floor, Tower B, Vatika Towers, Golf Course Road, Sector-54, Gurugram-122011, through Authorized Signatory Sh. Rahul

RHYTHM SPACE TECH
Auth. Sign.

For Jai Ganga Castle Private Limited
Authorised Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 1587 | 2024-2025 | 1 |

पेशकर्ता

दावेदार

गवाह

उपरजिस्ट्रार पंजीयन अधिकारी

पेशकर्ता :- Smt. NITESH MISRAOTHER RHYTHM SPACE TECH REWARI _____

दावेदार :- Smt. RAHUL SHARMAOTHERJAI GANGA CASTLE PVT LTD _____

गवाह 1 :- SURENDER NAMBERDAR _____

गवाह 2 :- PAWAN KUMAR _____

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1587 आज दिनांक 12-06-2024 को बही नं 1 जिल्द नं 672 के पृष्ठ नं 119 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 70 के पृष्ठ संख्या 40 से 43 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 12-06-2024

उपरजिस्ट्रार पंजीयन अधिकारी रिवाड़ी

Sharma (Aadhar No. 8151 6116 1269) ( who has been empowered to execute this agreement vide Board Resolution dated 08.05.2024 (hereinafter called the developer which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.)

The OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:

1) Owner is lawful owner in possession of land comprising in Khewat No. 81 Khata No. 87 Rect. No. 28 Killa no. 22/2/3 (0-6),Rect. No. 32Killa no 1(7-19), 10(2-4), 13/1 (2-5),2(8-0),7/1/3(0-8),8/1/3(2-14), 9(7-9) total kita 8 measuring 31 kanal 05 marla by share 448/625 **(22 kanal 8 marla) (2.8 Acres)** through mutation no. 831 situated in revenue estate of village Madhiyian Kalan, Tehsil and District Rewari as per Jamabandi Year 2019-20

The aforementioned land is now part of sector-22 Rewari.

RHYTHM SPACE TECH
Authd. Sign.

For Jai Durga Cloth Traders LLP
Authorised Signatory

(Total land measuring 22 kanals 8 marla (2.8 Acres) hereinafter referred to as the said land)

AND WHEREAS the owner have represented and assured that the said Land is free from any charges, liens, encumbrances, litigations, Mortgage, Lease, Agreement, Court Case, notifications, etc. and the OWNER have a perfect and legal title to the Said Land and no collaboration agreement is in force or has been in force the said land and the owner are fully entitled in law to deal with the same. The Owner have represented that no third party rights of any nature have been created in respect of the land. The owner have further represented the said land is capable of being developed into a residential Group Housing colony, as an affordable housing project under the Affordable Housing Policy, as per the prevailing laws.

AND WHEREAS the OWNER have approached the DEVELOPER for development of the Said Land into an Affordable Housing Project on collaboration basis, at its expense and to share the revenue which will be generated from the sale of built up area as well as built up area as mentioned hereunder amongst themselves.

For Python Space Tech
Auth Sign

For Ja Sangi Cities Private Limited
Authorised Signatory

AND WHEREAS the DEVELOPER, relying upon the representations of the owner, has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned.

NOW, it is *hereby* agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this agreement between the OWNER and the DEVELOPER is the said land admeasuring 22 Kanals 8 Marlas situated in revenue estate of Mandhiyian Kalan, Tehsil and District Rewari for utilizing the same for construction and development into an Affordable group Housing Project by the DEVELOPER.

2. That it has been agreed between the parties hereto that the revenue generated from the sale of apartments in the proposed project would be shared by the parties hereto in the ratio of 20%: 80%. The owner would be entitled to 20% of the entire revenue generated from the sale of apartments, in proportion to their shares in the land utilized for the colony whereas the balance would be under the entitlement of the developer.

For ALTIUS SPACE TECH
Auth. Sign.

For ALTIUS SPACE TECH
Authorised Signatory

3. That similar to the ratios above, the land underneath the project shall also be under the entitlement of parties to the extent of 20% : 80%. The developer shall be legally entitled to the usage, utilization as well as ownership of 80% of said total land.

4. The owner is well aware of the fact that an affordable housing project has to be strictly developed in terms of policies of the government applicable in this regard. The owner is aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the developer to commence and complete the proposed project.

5. That at the time of execution of the present collaboration agreement, the developer has made payment of following amounts to the owner:

Amount paid to owner Rs. 30,00,000/- (Rupees Thirty Lakhs Only) vide Ch. No. 001033 Dated 24.05.2024 of ICICI Bank Limited as Interest Free Refundable/adjustable Security.

RHYTHM SPACE TECH
Auth Sign

For Ja Sangi Corp Private Limited
Authorised Signatory

The aforementioned amounts have been paid to the owner towards Interest free refundable/Adjustable security deposit and the same shall remain consideration for the present agreement.

6. That the DEVELOPER shall apply for and obtain the requisite license for developing an affordable Housing Project upon the said land from the Town & Country planning Department Haryana.

7. The owner have executed and registered a Special power of attorney in favour of the developer/nominee of the developer authorising the developer to develop the said project and to allot and alienate the apartments to be built along with share in the said land in the proposed project in terms of the affordable Housing policy. The aforementioned power of attorney shall be deemed irrevocable.

8. That the Developer undertake to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNER agree in accordance

RHYTHM SPACE TECH
Auth. Sign

For Jai Durga Cloth Private Limited
Authorised Signatory

with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for the purposes of development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities and development, construction and completion of the proposed project shall be incurred and paid by the Developer. The actual physical possession of the said land has been delivered by the owner to the developer simultaneously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same, to place its guards upon the same etc. and the owner shall not disturb or interfere in the possession of the developer till the purposes of the present agreement are fully achieved.

RHYTHM SPACE TECH

Auth. Sign.

For all Dalja Cotta Private Limited

Authorised Signatory

9. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area, this will be ensured by the OWNER. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land. The developer shall have prepared the building plans. The developer shall also be entitled to seek modification or alteration or substitution of the building plans before the concerned Department with mutual consent.

10. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences,

MYTHUS SPACE TECH
Auth. Sign.

For Jai Ganga Estate Private Limited
Authorised Signatory

permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

11. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER.

12. That thereafter, the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne by the developer.

RHYTHM SPACE TECH
Auth. Sign.

Authorised Signatory

13. That this agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to be entitled to its share, as mentioned subsequently in the project and in the sale proceeds subject to payment of the share of consideration to the OWNER as stated hereinafter and fulfillment of all other liabilities towards the owner.

14. That the Owner is aware that the Special Power of Attorney is being executed and registered by them in favour of the Developer and the same shall not be terminated/revoked by the Owner and any attempt in this regard shall not be binding on the Developer ad shall have no effect whatsoever on the legality, efficacy and binding character of the Special Power of Attorney.

15. The developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said land or by keeping the said land as collateral. The present agreement and the power of attorneys executed in favor of the developer shall be

RHYTHM SPACE TECH
Auth. Sign.

For JM Group Cards Private Limited
Authorised Signatory

sufficient for obtaining the loan. However if any other document, written consent or appearance of the owner will be required for obtaining the loan then the owner shall be bound to comply, at the request of the developer.

16. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.

17. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNER as well as the revenue of built up area which would fall to the share of the owner. After execution of this contract, the OWNER shall only be entitled to realise the promised consideration amount as set out in this contract from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land except agreed revenue in the built-up area.

RHYTHM SPACE TECH

Auth. Sign

For JP Durga Data Prasad

Authorised Signatory

18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

19. That the developer shall abide by the affordable housing policy 2013 or any amendments/modifications thereof. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project. Any force majeure circumstance, if prevailing, shall cease the timelines if any prescribed in this agreement for any purpose.

RHYTHM SPACE TECH

Auth. Sign.

For all Digital Data Hub Limited

Authorised Signatory

20. That since considerable expenditure, efforts and expertise are involved in development of the proposed project it is the condition of this agreement that after execution of this contract, the OWNER / or his nominees or his successors will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER.

21. That if any electricity power line passed over the project land, then the Owner at its own expenses shall be bound to get the aforesaid electricity power line shifted/removed from the Project land.

22. That the Owner have further represented that there are no fees/ amounts/dues/penalty etc. payable to any Govt. Authorities, any bodies, Financial Institutions, Banks and/or any third party is payable in respect of the said land as on the date of execution of the present agreement.

RHYTHM SPACE TECH
Auth. Sign

For Jai Durga Cons Pvt Ltd
Authorised Signatory

23. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies. That the sale proceeds falling to the share of owner shall not be used towards any expense relating to the project and shall be handed over/ given to the owner.

24. That as far as the commercial part/ portion of the project is concerned, the same shall be shared as the ratio decided in Point No.2 (i.e 20% (Owner):80% (Developer)). That as per affordable housing policy the developer shall be exclusively entitled to allot/alienate 5% of total number of flats.

RHYTHM SPACE TECH

Auth. Sign.

25. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state.

26. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also, be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

27. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account, which shall be operated by the DEVELOPER. It has been agreed that the developer shall be solely

RHYTHM SPACE TECH
Auth. Sign

For Jaipur Gram Panchayat

responsible and entitled to utilize the money received from numerous individuals / applicants till the allotment of the flat (s) and subsequent to draw it shall be sole responsibility of the Developer to return of the money to the un-successful applicants. The parties acknowledge that in terms of the policy, 5% of the total cost of the apartment is payable along with the application form to be filed by intending allottees. That at the time of allotment of flats, in terms of the affordable group housing policy, the Developer shall be receiving additional 20% amount from applicants/Allottee(s) of the colony, the said 20% amount shall also be deposited by the Developer, only in the escrow bank account.

28. That after the aforementioned 20% amount has been received by the developer from the allottees, thereafter the developer shall undertake the distribution of the money so deposited in the said bank account and the amounts received with regard to the 20% Share of the owner shall be transferred by the developer in accounts designated by each constituents of the owner in this regard. The said project account shall be opened by the developer in any bank of its choice. That the

RHYTHM SPACETECH

Auth. Sign.

Authorised Signatory

Developer shall also deposit the initial 5% amount received from the applicants in the escrow account. Although the application money of 5 % received from the successful applicants in the waiting list shall be retained by the Developer and in case any of the successful applicant in the waiting list gets allotment, then the money received from him shall be transferred to the owner as per their share. That in terms of the policy the balance 75% amount shall be recovered by the Developer in six equated installments spread over a three year period. The said amounts shall also be distributed between the Developer and the owner in their respective shares, in the manner stated above. In case, any interest is charged due to default in payment by any allottee, then the Developer shall be entitled to the said interest amount. In case any refund is to be made or any allotment is canceled then the Developer & the owner shall be jointly liable for the amounts to be refunded back in their respective share. In this regard the developer shall be entitled to deduct such refundable amounts from the shares of the owner and to make payment to the allottee. Any and all refund to be made to the allottees

MAYFAIR SPACE TECH

Auth. Sign.

For M/s Sangli Civil Photo Studio

Partner/Authority

shall remain the joint liability of the owner as well to the extent of their share.

29. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker.

30. That the aforesaid arrangement shall continue till the Completion of the project in all respects as per the time limit prescribed in Affordable Housing Policy.

31. That in case floor area ratio is increased under the rules and regulations of Haryana State or any additional land is integrated in the said project, and it is decided that such increase in area shall be availed for the Project then the owner shall be liable to make payment for all expenses and charges involved in availing such additional area including all charges payable to any concerned government Department. The cost of construction of such additional area shall also be shared by the owner to the developer

RHYTHM SPACE TECH
Auth. Sign.

For Jai Ginga Developers Private Limited
Authorised Signatory

proportionately. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall retained the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. In case the owner do not want to avail such increase the area or fail to make the payment of their share towards the government charges and the cost of construction, then the developer at its discretion may avail such area and develop the same whereupon the developer alone shall be entitled to all benefits including sale proceeds which may be derived from such increased area.

32. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

33. That the OWNER covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning

RHYTHM SPACE TECH
Auth. Sign.

Parsvanath Developers Limited
Authorised Signatory

Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

34. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

35. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc.

RHYTHM SPACE TECH.

Auth. Sign.

For Ag Garg Group

Auth. Signatory

The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER.

36. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

37. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at

RHYTHM SPACETECH

Auth. Sign

For Jai Durga Cable Private Limited

the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land.

38. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the Developer shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

39. That the common areas of the said complex / scheme shall be maintained by professional maintenance company/agency appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

RHYTHM SPACE TECH
Auth. Sign.

For M/s Omega Delta Homes Limited
Authorised Signatory

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

41. That any dispute in case, arising out of the present agreement or relating to the project between the parties hereto shall be referred to as Sole arbitrator for decision to be appointed mutually by the parties herein. The Arbitration Preceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The decision of the arbitrator in this regard shall be treated as final and binding upon the parties. The place of arbitration shall be Gurugram. That the Punjab and Haryana High court at Chandigarh and courts in Gurgaon subordinate to it, alone shall have jurisdiction

RHYTHM SPACE TECH
Auth. Sign.

For JK Gogia Credit Private Limited
Authorised Signatory

in all matters arising out of touching and/or concerning this transaction under the arbitration and conciliation act.

42. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgement, actions, suits, proceeding, Arbitrations, Assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnify and reasnoble attorney's fees and expense) suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement.

43. That all costs stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.

RHYTHM SPACE TECH

Auth. Sign.

For Jindal Cotex Pvt. Ltd.

Authorised Signatory

44. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.

In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

OWNER

RHYTHM SPACE TECH

Auth. Sign.

DEVELOPER

Pearl Grys Cloth Dealer Limited

Authorised Signatory

Witness

Pawan Kumar

Indian-Non Judicial Stamp
Haryana Government

Date: 27/05/2024

Certificate No. 0527202464

GRN No. 116981299

Stamp Duty Paid : ₹ 200000

Penalty : ₹ 0

**Seller / First Party Detail**

Name: Sajan Singh

H.No./Floor: Na

Sector/Ward : Na

Landmark: Mandhiya kalan

City/Village: Rewari

District : Rewari

State : Haryana

Phone: 70******19

1343
03/06/24

**Buyer / Second Party Detail**

Name: Jai ganga Cosmo private Limited

H.No./Floor : Na

Sector/Ward : Na

Landmark : Keshav puram

City/Village: North delhi

District : Delhi

State : Delhi

Phone : 70******10

Purpose : non judicial stamp paper for collaboration agreement

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

# COLLABORATION AGREEMENT

Village:- Mandhiaya Kalan

Area:- 13 Kanal 19 Marla (1.74375 Acres)

Total Value:- 1,00,00,000/-

Stamp :-2,00,000/-

GRN NO:0116981299

Registration Fee:- 0116981369 Amount Rs.50003/-

Sajan Singh

For Jai Ganga Cosmo Private Limited

Authorised Signatory

प्रलेख क्र.:1343 दिनांक:03-06-2024

## डीड संबंधी विवरण

डीड का नाम COLLABORATION AGREEMENT

तहसील/सब-तहसील रिवाड़ी

गाव/शहर मांढेला कला

## धन संबंधी विवरण

राशि 10000000 रुपये स्टाम्प ड्यूटी की राशि 200000 रुपये

स्टाम्प सं.: 5023002484 स्टाम्प की राशि 200000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये EOvalue:11666(58) रिटेन शुल्क 0 रुपये

Printed By: VA Service Charge:0

यह प्रलेख आज दिनांक 03-06-2024 दिन सोमवार समय 4:50:00 PM बजे श्री/श्रीमती/कुमारी SAJAN SINGH पुत्र JIRE SINGH निवास MANDIYA KALA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमंडल मजिस्ट्रेट अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
SAJAN SINGH

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी JAI GANGA CASTLE PVT LTD thru RAHUL SHARMA OTHERS हाजिर है। प्रकृति ... के तथ्यों को दोनों पक्षों
से सुनकर तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SAJJAL ADV पिता - निवासी REWARI व श्री/श्रीमती/कुमारी PAWAN KUMAR पिता JIRE SINGH निवासी REWARI ने की।
साक्षी नं.1 ने इस अभिवादन /अभिस्वीकृति के समय से जानते है तथा यह साक्षी नं.2 की पहचान करता है।

उपमंडल मजिस्ट्रेट अधिकारी( रिवाड़ी )

दिनांक 03-06-2024

This Collaboration agreement is executed at Rewari on this 09th day June 2024.

Between

1. Sh Sajjan Singh (Aadhar No 9149 3750 9868)(PAN GDUPS5635C) S/o Sh. Sher Singh Resident of Village Mandhlaiya Kalan, Rewari-123401 Haryana (Hereinafter referred to as Owner which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)

And

M/s Jai Ganga Castle Private Limited, a Private Limited Company having CIN U70109DL2023PTC409232, duly incorporated under the Companies Act, 2013, having its Corporate Office at 10th Floor, Tower B, Vatika Towers, Golf Course Road, Sector-54, Gurugram-122011, through Authorized Signatory Sh. Rahul Sharma (Aadhar No. 8151 6116 1269) ( who has been empowered to execute this agreement vide Board Resolution dated 08.05.2024 (hereinafter called the developer which expression unless

Jai Ganga Castle Private Limited

Authorised Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 1343 | 2024-2025 | 1 |

प्रस्तुतकर्ता

हाजिर

गवाह

उप/सहायक पंजीयन अधिकारी

प्रस्तुतकर्ता :- SAJAN SINGH

हाजिर :- thru RAHUL SHARMAOTHERJAI GANGA CASTLE PVT LTD

गवाह 1 :- RAJPAL ADV

गवाह 2 :- PAWAN KUMAR

**प्रमाण पत्र**

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1343 आज दिनांक 03-06-2024 को बही नं. 1 जिल्द नं. 672 के पृष्ठ नं. 57 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं. 00 के पृष्ठ संख्या 54 से 57 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक : 03-06-2024

उपसहायक पंजीयन अधिकारी दिवाली

मथुरा उ.प्र.

repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.,)

The OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:

i) Owner is lawful owner in possession of land comprising in Khewat No. 46 Khata No. 46 Rect. No. 28 Killa no. 19 (8-0), 20(8-0), 21(8-0), 22/1(3-8), Rect. No. 29 Killa no. 16/1(4-0), 25/2(6-9), Rect. No. 31 Killa no. 5/1 (4-11) total kita 7 measuring 42 kanal 08 marla by share 279/848 (13 kanal 19 marla) (1.74375 Acres) through mutation no. 811 and 820 and Fard Jamabandi Year 2019-2020 situated in revenue estate of village Madhiyian Kalan, Tehsil and District Rewari

The aforementioned land is now part of sector-22 Rewari.

(Total land measuring 13 kanals 19 marla (1.74375 Acres) hereinafter referred to as the said land)

For Jai Ganga Cards Private Limited

Authorised Signatory

AND WHEREAS the owner have represented and assured that the Said Land is free from any charges, liens, encumbrances, litigations, Mortgage, Lease, Agreement, Court Case, notifications, etc. and the OWNER have a perfect and legal title to the Said Land and no collaboration agreement is in force or has been in force the said land and the owner are fully entitled in law to deal with the same. The Owner have represented that no third party rights of any nature have been created in respect of the Land. The owner have further represented the said land is capable of being developed into a residential Group Housing colony, as an affordable housing project under the Affordable Housing Policy, as per the prevailing laws.

AND WHEREAS the OWNER have approached the DEVELOPER for development of the Said Land into an Affordable Housing Project on collaboration basis, at its expense and to share the revenue which will be generated from the sale of built up area as well as built up area as mentioned hereunder amongst themselves.

Eldeco Dwarka Green Private Limited

Authorised Signatory

AND WHEREAS the DEVELOPER, relying upon the representations of the owner, has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned.

NOW, it is *hereby* agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this agreement between the OWNER and the DEVELOPER is the said land admeasuring 13 Kanals 19 Marlas situated in revenue estate of Mandhiyian Kalan, Tehsil and District Rewari for utilizing the same for construction and development into an Affordable group Housing Project by the DEVELOPER.

2. That it has been agreed between the parties hereto that the revenue generated from the sale of apartments in the proposed project would be shared by the parties hereto in the ratio of 40%: 60%. The owner would be entitled to 40% of the entire revenue generated from the sale of apartments, in proportion to their shares in the land utilized for the colony whereas the balance would be under the entitlement of the developer.

For Ja Group Credit Foods Limited

Authorised Signatory

Bijay Singh

3. That similar to the ratios above, the land underneath the project shall also be under the entitlement of parties to the extent of 40% : 60%. The developer shall be legally entitled to the usage, utilization as well as ownership of 60% of said total land.

4. The owner is well aware of the fact that an affordable housing project has to be strictly developed in terms of policies of the government applicable in this regard. The owner is aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the developer to commence and complete the proposed project.

5. That at the time of execution of the present collaboration agreement, the developer has made payment of following amounts to the owner:

Amount paid to owner Rs. 87,50,000/- (Rupees Eighty Seven Lakhs Fifty Thousands Only) vide Ch. No. 001031 Dated 24.05.2024 of ICICI Bank Limited as Interest Free Refundable/adjustable Security.

Sujay Singh

For 24 Ganga Garden Private Limited

Authorised Signatory

The aforementioned amounts have been paid to the owner towards Interest free refundable/Adjustable security deposit and the same shall remain consideration for the present agreement.

6. That the DEVELOPER shall apply for and obtain the requisite license for developing an affordable Housing Project upon the said land from the Town & Country planning Department Haryana.

7. The owner have executed and registered a Special power of attorney in favour of the developer/nominee of the developer authorising the developer to develop the said project and to allot and alienate the apartments to be built along with share in the said land in the proposed project in terms of the affordable Housing policy. The aforementioned power of attorney shall be deemed irrevocable.

8. That the Developer undertake to procure/obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNER agree in accordance

For Jai Durga Cloth Private Limited

with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for the purposes of development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities and development, construction and completion of the proposed project shall be incurred and paid by the Developer. The actual physical possession of the said land has been delivered by the owner to the developer simultaneously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same, to place its guards upon the same etc. and the owner shall not disturb or interfere in the possession of the developer till the purposes of the present agreement are fully achieved.

For Ad Orbis Castle Homes Limited

Authorised Signatory

9. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area, this will be ensured by the OWNER. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land. The developer shall have prepared the building plans. The developer shall also be entitled to seek modification or alteration or substitution of the building plans before the concerned Department with mutual consent.

10. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences,

For JA Orange Costa Private Limited

Authorised Signatory

Sanjay Singhal

permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

11. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER.

12. That thereafter, the cost of construction of the said Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne by the developer.

13. That this agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to be entitled to its share, as mentioned subsequently in the project and in the sale proceeds subject to payment of the share of consideration to the OWNER as stated hereinafter and fulfillment of all other liabilities towards the owner.

14. That the Owner inf aware that the Special Power of Attorney is being executed and registered by them in favour of the Developer and the same shall not be terminated/revoked by the Owner and any attempt in this regard shall not be binding on the Developer ad shall have no effect whatsoever on the legality, efficacy and binding character of the Special Power of Attorney.

15. The developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said land or by keeping the said land as collateral. The present agreement and the power of attorneys executed in favor of the developer shall be

Sajiy Singh

For all Cargo Circle Private Limited

Authorised Signatory

sufficient for obtaining the loan. However if any other document written consent or appearance of the owner will be required for obtaining the loan then the owner shall be bound to comply, at the request of the developer.

16. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.

17. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNER as well as the revenue of built up area which would fall to the share of the owner. After execution of this contract, the OWNER shall only be entitled to realise the promised consideration amount as set out in this contract from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land except agreed revenue in the built-up area.

For Ja Ganga Credit Private Limited

Authorised Signatory

Sanjay Singh

18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period the OWNER will pay an interest @ 12% per annum on the amounts so received.

19. That the developer shall abide by the affordable housing policy 2013 or any amendments/modifications thereof. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project. Any force majeure circumstance, if prevailing, shall cease the timelines if any prescribed in this agreement for any purpose.

20. That since considerable expenditure, efforts and expertise are involved in development of the proposed project it is the condition of this agreement that after execution of this contract, the OWNER / or his nominees or his successors will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER.

21. That if any electricity power line passed over the project land, then the Owner at its own expenses shall be bound to get the aforesaid electricity power line shifted/removed from the Project land.

22. That the Owner have further represented that there are no fees/ amounts/dues/penalty etc. payable to any Govt. Authorities, any bodies, Financial Institutions, Banks and/or any third party is payable in respect of the said land as on the date of execution of the present agreement.

For Jai Durga Cotton Industry Limited

Authorised Signatory

Sanjay Singh

23. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies. That the sale proceeds falling to the share of owner shall not be used towards any expense relating to the project and shall be handed over/ given to the owner.

24. That as far as the commercial part/ portion of the project is concerned, the same shall be shared as the ratio decided in Point No.2 (i.e 40% (Owner):60% (Developer)). That as per affordable housing policy the developer shall be exclusively entitled to allot/alienate 5% of total number of flats.

For Jai Durga Cloth Private Limited

Authorised Signatory

Sanjay Singh

THE SEAL OF THE SUB-REGISTRAR PREWA

22. That the OWNER are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNER are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state.

23. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also, be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

24. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account, which shall be operated by the DEVELOPER. It has been agreed that the developer shall be solely

For Ad Genya Castle Heights Limited

Authorised Signatory

responsible and entitled to utilize the money received from numerous individuals / applicants till the allotment of the flat (s) and subsequent to draw it shall be sole responsibility of the Developer to return of the money to the un-successful applicants. The parties acknowledge that in terms of the policy, 5% of the total cost of the apartment is payable along with the application form to be filed by intending allottees. That at the time of allotment of flats, in terms of the affordable group housing policy, the Developer shall be receiving additional 20% amount from applicants/Allottee(s) of the colony, the said 20% amount shall also be deposited by the Developer, only in the escrow bank account.

25. That after the aforementioned 20% amount has been received by the developer from the allottees, thereafter the developer shall undertake the distribution of the money so deposited in the said bank account and the amounts received with regard to the 40% Share of the owner shall be transferred by the developer in accounts designated by each constituents of the owner in this regard. The said project account shall be opened by the developer in any bank of its choice. That the

Sanjay Singhy

For Jai Durga Cloth Private Limited
Authorised Signatory

Developer shall also deposit the initial 5% amount received from the applicants in the escrow account. Although the application money of 5 % received from the successful applicants in the waiting list shall be retained by the Developer and in case any of the successful applicant in the waiting list gets allotment, then the money received from him shall be transferred to the owner as per their share. That in terms of the policy the balance 75% amount shall be recovered by the Developer in six equated installments spread over a three year period. The said amounts shall also be distributed between the Developer and the owner in their respective shares, in the manner stated above. In case, any interest is charged due to default in payment by any allottee, then the Developer shall be entitled to the said interest amount. In case any refund is to be made or any allotment is canceled then the Developer & the owner shall be jointly liable for the amounts to be refunded back in their respective share. In this regard the developer shall be entitled to deduct such refundable amounts from the shares of the owner and to make payment to the allottee. Any and all refund to be made to the allottees

Sanjay Singh

For Jai Ganga Cloth Private Limited

Authorised Signatory

shall remain the joint liability of the owner as well to the extent of their share.

26. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNER as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker.

27. That the aforesaid arrangement shall continue till the Completion of the project in all respects as per the time limit prescribed in Affordable Housing Policy.

28. That in case floor area ratio is increased under the rules and regulations of Haryana State or any additional land is integrated in the said project, and it is decided that such increase in area shall be availed for the Project then the owner shall be liable to make payment for all expenses and charges involved in availing such additional area including all charges payable to any concerned government Department. The cost of construction of such additional area shall also be shared by the owner to the developer

THE SEAL OF THE SUB REGISTRAR REWARI

For Jai Durga Castle Private Limited

Authorised Signatory

proportionately. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall retained the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. In case the owner do not want to avail such increase the area or fail to make the payment of their share towards the government charges and the cost of construction, then the developer at its discretion may avail such area and develop the same whereupon the developer alone shall be entitled to all benefits including sale proceeds which may be derived from such increased area.

29. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

30. That the OWNER covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning

Sanjay Sindhy

Department, Haryana and /or such other authority concerned with the matter and further than the OWNER shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

31. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

32. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER are lost on account of any defect in the OWNER title or any litigation started by any one claiming through the OWNER or any one claiming title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER, the OWNER shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending

Sanjay Sirohey

buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER.

33. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

34. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for development, construction and completion of the proposed complex/es on the said

Sanjay Singh

THE SEAL OF THE SUB REGISTRAR

land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land.

35. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the Developer shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

36. That the common areas of the said complex / scheme shall be maintained by professional maintenance company/agency appointed

For JA Durga Dass Private Limited

Authorised Signatory

Sanjay Sinha

THE SEAL OF THE SUB REGISTRAR REWARI

by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

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

38. That any dispute in case, arising out of the present agreement or relating to the project between the parties hereto shall be referred to as Sole arbitrator for decision to be appointed mutually by the parties herein. The Arbitration Proceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The decision of the arbitrator in this regard shall be treated as final and binding upon the parties. The place of arbitration shall be Gurugram. That the Punjab and Haryana High court at Chandigarh

For Ivy Bright Developers Limited

Authorised Signatory

and courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction under the arbitration and conciliation act.

39. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgement, actions, suits, proceeding, Arbitrations, Assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnify and reasnoble attorney's fees and expense) suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (I) the failure of any representation or warranty made by the Indemnifying Party in this Agreement.

40. That all costs stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.

Sanjay Singh

THE SEAL OF THE SUB-REGISTRAR REWARI

41. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.

In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

OWNER

DEVELOPER

For Jai Durga Castle Private Limited

Authorised Signatory

Witnesses:

Rajpal Rewari
Rewari
Haryana

Pawan Kumar
Pawan Kumar S/o Sh. Subhash
Mo Nawabganj Rewari
Rewari

03/05/24

Indian Non Judicial Stamp
Haryana Government

Date : 23/05/2024

Certificate No. G0W2024E K7

GRN No. 118916457

Stamp Duty Paid : ₹ 100

Penalty : ₹ 0

Seller / First Party Detail

Name: Pawan kumar

H.No/Floor: Na Sector/Ward: Na LandMark: Na

City/Village: Mandhaya kalan Distict: Rewari State: Haryana

Phone: 9[redacted]0

19
23/05/24

Buyer / Second Party Detail

Name: Jai ganga coals Pvt ltd authorised signatory Sh rahul sharma

H.No/Floor: Na Sector/Ward: Na LandMark: Na

City/Village: Delhi Distict: Delhi State: Delhi

Phone: 9[redacted]0

Purpose: A non judicial stamp paper use for SPA

The authenticity of this document can be verified at www.shcilevoc.com Through Smart phone or on the several Kiosks nearby such as

## SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that **Pawan Kumar (AADHAR No. 3954 6581 5215 ) S/O Sube Singh R/O Village Mandhalya Kalan Tehsil & Distt Rewari** (hereinafter referred to as "Executants").

**AND WHEREAS:**

1) **Owner is lawful owner in possession of land comprising in Khewat No. 131 Khata No. 141 Rect. No. 28 Killa no. 3/2/2 (0-1) measuring**

For Jai Ganga Coals Pvt. Ltd.

OWNERS

Authorised Signatory

DEVELOPER

प्रवेश नं:19 दिनांक 23-05-2024

| डीड संबंधी विवरण | |
|---|---|
| डीड का नाम | SPA |
| तहसील/सब-तहसील | रिवाड़ी |
| गांव/शहर | मांढिया कलां |

| पत्र संबंधी विवरण | | |
|---|---|---|
| राशि 0 रुपये | | स्टाम्प ड्यूटी की राशि 1000 रुपये |
| स्टाम्प नं : MW2024012 | | स्टाम्प की राशि 1000 रुपये |
| रजिस्ट्रेशन फीस की राशि 100 रुपये | EC Value:11600000 | पेजिंग शुल्क 3 रुपये |
| Drafted By: VA | | Scrutiny Clerk:30 |

यह प्रवेश आज दिनांक 23-05-2024 दिन गुरुवार समय 4:59:00 PM को श्रीमती/श्री PAWAN KUMAR पुत्र SURE SINGH निवासी MANDIYA KALA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमंडल पंजीयन अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
PAWAN KUMAR

उपरोक्त विक्रेता व श्रीमती/श्री JAI GANGA CASTLS PVT LTD thru KARU SHARMA THER प्रस्तुत है।
प्रस्तुत प्रवेश के तथ्यों को हमने पढ़ा
1. मुझको उचित प्रकार स्वीकार किया हमने पहचान श्रीमती/श्री SURENDER SINGH NAMBERDAR पिता - निवासी BEDDICH व श्रीमती/श्री HITESH MORA पिता MUKESH KUMAR निवासी REWARI ने की।
गवाही नं:1 को हम जानकार /अधिवक्ता के रूप में जानते है तथा वह गवाही नं:2 की पहचान करता है।

उपमंडल पंजीयन अधिकारी( रिवाड़ी )

दिनांक 23-05-2024

**0 kanal 1 Marla through Mutation No. 751 and Khewat No. 131 Khata NO. 141 Rect no. 28 kills no. 3/2/1 (6-3),4/2 (0-9),7 (8-0), 8 (8-0) kita 4 measuring 22 kanal 12 marla out of which 185/452 share, 9 Kanal 5 Marla through mutation no. 825 Dt. 23-05-2024and total of both khewat 9 kanal 6 marla (1.1625 Acres) situated in revenue estate of village Mandhiyian Kalan, Tehsil and District Rewari**

**The aforementioned land is now part of sector-22 Rewari.**

**(Total land measuring 9 kanals 6 marla (1.1625 Acres) hereinafter referred to as the said land)**

**The aforementioned land is now part of Sector-22, Rewari. (Total land measuring 9K-6M (1.1625 Acres) hereinafter referred to as the said land).**

the executants are competent and entitled to deal with the same in any manner deemed fit by them. The Executants have entered into Collaboration Agreement dated - 23.05.2024 with M/s **Jai Ganga Castle Private Limited** through its Authorised Signatory- Mr. Rahul Sharma.

WHEREAS in terms of the aforesaid agreements of collaboration, the Executants had agreed to execute a Special Power of Attorney in favour of the M/s Jai Ganga Castle Private Limited or its nominees and accordingly, the Executants hereby jointly and severally nominate, appoint and constitute the nominees of M/s Jai Ganga Castle Private Limited namely Shri Ashok Kumar (Aadhar 3949 6196 3139) and / or Mr. Vikas Garg (Aadhar No. 7919 5246 6219) as their Special Power of Attorney and authorize them, either jointly or severally, to do the following acts, deeds and

OWNERS

DEVELOPER

Reg. No. Reg. Year Book No.

19 2024-2025 4

प्रस्तुतकर्ता प्रतिभागी गवाह

उपस्थितगण

प्रस्तुतकर्ता :- PAWAN KUMAR

प्रतिभागी :- Shri RAHUL SHARMA/THERJAI GANGA CASTLE PVT LTD

गवाह 1 :- SURENDER SINGH NAMBERDAR

गवाह 2 :- HITESH MISRA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10 आज दिनांक 23-05-2024 को बही नं 4 जिल्द नं 348 के पृष्ठ नं 44.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 5 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 है।

दिनांक 23-05-2024 उपायुक्त पंजीयन अधिकारी रिवाड़ी

things for carrying out the intents and objects of the Collaboration agreement with full authority to do the following, acts, deeds and things for and on behalf of Executants and in name of the Executants:-

1. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee, etc., to appear before the Local Government Bodies, Director Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA), RERA, and do all such other acts which are essential for getting the use of land changed from agricultural to plotted colony /commercial colony or such others similar use.

2. To make necessary applications to, sign all papers, to give undertakings, filling of security/ bond/ bank guarantee etc, to appear before the State Pollution Control Board, Ministry of environment and forest, Central and State Government, and all other statutory and legal authorities for the purpose of getting environment clearance/ approval for the said project.

3. To pay the fee of the advocate engaged by the Attorney, if any, to engage an advocate or solicitor for advice and preparation and approval of the documents to be executed.

4. To apply, claim refund, receive the refund of the licence fees and all other charges & fees paid for the said project in DEVELOPERS name if the said amount is to be received back by the DEVELOPERS;

5. To pay and allow all taxes, assessment charges, expenses and all other payments and outgoings whatsoever due and payable, to become due and payable for or on account of our said properties to the authorities concerned.

OWNERS

DEVELOPER

6. To file affidavits or reply to any letters or notices to the appropriate authority or any other authority in respect of the said property except if a case is filed between the parties to this special power of attorney.

7. To defend the suits / cases by carrying out the appropriate legal proceedings or such other legal recourse, which may be, deemed fit and necessary in the circumstances of the particular case.

8. It is expressly clarified that each and every power enumerated herein shall be in respect of understanding as expressly provided in the Collaboration Agreement ...1128... dated 23.05.2024

9. To sign the zoning plan/building plan for the approval of project, to file it with the concerned authority.

10. To do generally all other acts and things as are necessary or are required to be done by the developer of the said Project for constructing building on the land in terms of the said Collaboration Agreement...1128...dated 23.05.2024

GENERALLY to do all such acts, deeds and things, as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our attorney(s) aforesaid, shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally and we do hereby state that all such acts, deeds and things shall be ratified by us.

IN WITNESS WHEREOF, the Executants have signed this Special Power of Attorney on this 23rd day of May 2024 at Rewari.

For the Company Pvt. Ltd.

Authorised Signatory

OWNERS

DEVELOPER

Executants

[illegible]
[illegible]
[illegible]

Pawan Kumar

Anod K[illegible] 25/05/24

**M/s Jai Ganga Castle Private Limited** through its duly authorized person Shri Rahul Sharma

Witness[illegible]
[illegible]

1 [illegible]

2 [illegible]

[illegible] Michael 87/84, Michael Roman
Mr. Rewan

For Jai Ganga Castle Private Limited
[illegible]
Authorised Signatory

Pawan Kumar
OWNERS

For Jai Ganga Castle Private Limited
[illegible]
Authorised Signatory

DEVELOPER

Indian-Non Judicial Stamp
Haryana Government

Date: 11/06/2024

Certificate No. 00K2024F170 [redacted]
GRN No. 117043331 [redacted]

Stamp Duty Paid : ₹ 1000
Penalty : ₹ 0

**Seller / First Party Detail**

Name: Rakesh Kumar
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Mandhaiya Kalan District : Rewari State : Haryana
Phone: 94[redacted]55

32
12/06/24

**Buyer / Second Party Detail**

Name : Jai ganga castle Pvt ltd authorised signatory Mr vishal sharma
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Delhi District : Delhi State : Delhi
Phone : 92[redacted]10

Purpose : A non judicial stamp paper use for SPA

THE SEAL OF
PUBLIC RECORD
TREASURY

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

## SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that **Rakesh Kumar (AADHAR No. 5008 6897 3216 )**

**S/O Sube Singh R/O Village Mandhaiya Kalan Teshil & Distt Rewari**

(hereinafter referred to as "Executants").

**AND WHEREAS:**

For Jai Ganga Castle Private Limited

Authorised Signatory

OWNERS

DEVELOPER

प्रवेश नं:32 दिनांक:12-06-2024

| डीड संबंधी विवरण | |
|---|---|
| डीड का नाम | SPA |
| तहसील/सब-तहसील | रिवाड़ी |
| गांव/शहर | मांडिया कलां |

| धन संबंधी विवरण | | |
|---|---|---|
| राशि 0 रुपये | | स्टाम्प ड्यूटी की राशि 1000 रुपये |
| स्टाम्प नं : 08/2024/179 | | स्टाम्प की राशि 1000 रुपये |
| रजिस्ट्रेशन फीस की राशि 100 रुपये | EChallan:11704542S | पेस्टिंग शुल्क 3 रुपये |
| Drafted by: VA | | Service Charge:200 |

यह प्रवेश आज दिनांक 12-06-2024 दिन बुधवार समय 4:09:00 PM बजे श्री/श्रीमती /कुमारी RAKESH KUMAR पुत्र SUBE SINGH निवासी MANDIYA KALA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमंडल पंजीयन अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
RAKESH KUMAR

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी JAI GANGA CASTLE PVT LTD thr RAHUL SHARMA OTHER. हाजिर है।
प्रस्तुत प्रवेश के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीRAJPAL ADV पिता - निवासी REWARI व
श्री/श्रीमती /कुमारी PAWAN KUMAR पिता SUBE SINGH
निवासी MANDIYA KALA ने की।
साक्षी नं:1 ने इस नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा यह साक्षी नं:2 की पहचान करता है।

उपमंडल पंजीयन अधिकारी (रिवाड़ी)

दिनांक 12-06-2024

i) Owner is lawful owner in possession of land comprising in Khewat No. 81 Khata No. 87 Rect. No. 28 Killa no. 22/2/3 (0-6),Rect. No. 32Killa no. 1(7-19), 10(2-4), 13/1 (2-5),2(8-0),7/1/3(0-8),8/1/3(2-14), 9(7-9) total kita 8 measuring 31 kanal 05 marla by share 177/625 **(8 kanal 17 marla) (1.10625 Acres)** through mutation no. 831 and Sale Deed vasika no. 1577 Dt. 17.06.2019 situated in revenue estate of village Madhiyian Kalan, Tehsil and District Rewari as per Jamabandi Year 2019-20

ii) The aforementioned land is now part of sector-22 Rewari.

(Total land measuring 8 kanals 17 marla (1.10625 Acres) hereinafter referred to as the said land)

**The aforementioned land is now part of Sector-22, Rewari. (Total land measuring 8K-17M (1.10625 Acres) hereinafter referred to as the said land).**

the executants are competent and entitled to deal with the same in any manner deemed fit by them. The Executants have entered into Collaboration Agreement 1588 dated 12.06.24 with M/s **Jai Ganga Castle Private Limited** through its Authorised Signatory- Mr. Rahul Sharma.

WHEREAS in terms of the aforesaid agreements of collaboration, the Executants had agreed to execute a Special Power of Attorney in favour of the M/s Jai Ganga Castle Private Limited or its nominees and accordingly, the Executants hereby jointly and

Jai Ganga Castle Private Limited
Authorised Signatory

OWNERS

DEVELOPER

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 32 | 2024-2025 | 4 |

पेशकर्ता

प्रतिभूत

गवाह

उपसंयुक्त पंजीयन अधिकारी

पेशकर्ता :- RAKESH KUMAR

प्रतिभूत :- thIU RAHUL SHARMAOTHERUAI GANGA CASTLE PVT LTD

गवाह 1 :- RAJPAL ADV

गवाह 2 :- PAWAN KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 32 आज दिनांक 12-06-2024 को बही सं 4 जिल्द सं 348 के पृष्ठ सं 48 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द सं 6 के पृष्ठ संख्या 1 से 4 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 12-06-2024

उपसंयुक्त पंजीयन अधिकारी गिरिडीह

severally nominate, appoint and constitute the nominees of M/s Jai Ganga Castle Private Limited namely Shri Ashok Kumar (Aadhar 3949 6196 3139) and / or Mr Vikas Garg (Aadhar No. 7919 5246 6219) as their Special Power of Attorney and authorize them, either jointly or severally, to do the following acts, deeds and things for carrying out the intents and objects of the Collaboration agreement with full authority to do the following, acts, deeds and things for and on behalf of Executants and in name of the Executants:-

1. To make necessary applications to, sign all papers, to give undertakings, filling of security/ bond/ bank guarantee, etc., to appear before the Local Government Bodies, Director Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA), RERA, and do all such other acts which are essential for getting the use of land changed from agricultural to plotted colony /commercial colony or such others similar use.

2. To make necessary applications to, sign all papers, to give undertakings, filling of security/ bond/ bank guarantee etc, to appear before the State Pollution Control Board, Ministry of environment and forest, Central and State Government, and all other statutory and legal authorities for the purpose of getting environment clearance/ approval for the said project.

3. To pay the fee of the advocate engaged by the Attorney, if any, to engage an advocate or solicitor for advice and preparation and approval of the documents to be executed.

OWNERS

DEVELOPER

4. To apply, claim refund, receive the refund of the licence fees and all other charges & fees paid for the said project in DEVELOPERS name if the said amount is to be received back by the DEVELOPERS;

5. To pay and allow all taxes, assessment charges, expenses and all other payments and outgoings whatsoever due and payable, to become due and payable for or on account of our said properties to the authorities concerned.

6. To file affidavits or reply to any letters or notices to the appropriate authority or any other authority in respect of the said property except if a case is filed between the parties to this special power of attorney.

7. To defend the suits / cases by carrying out the appropriate legal proceedings or such other legal recourse, which may be, deemed fit and necessary in the circumstances of the particular case.

8. It is expressly clarified that each and every power enumerated herein shall be in respect of understanding as expressly provided in the Collaboration Agreement 1582 dated 12.06.2023

9. To sign the zoning plan/building plan for the approval of project, to file it with the concerned authority.

10. To do generally all other acts and things as are necessary or are required to be done by the developer of the said Project for constructing building on the land in terms of the said Collaboration Agreement. 1582 dated 12.06.23.

OWNERS

DEVELOPER

GENERALLY to do all such acts, deeds and things, as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our attorney(s) aforesaid, shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally and we do hereby state that all such acts, deeds and things shall be ratified by us.

IN WITNESS WHEREOF, the Executants have signed this Special Power of Attorney on this 10th day of June 2024 at Rewari.

For Jai Ganga Castle Pvt. Ltd.

Authorised Signatory

Rakesh

Executants

**M/s Jai Ganga Castle Pvt. Ltd.**
through its duly authorized person
Shri Rahul Sharma

Witnesses

1. Rajbir Advocate Rewari

2. Pawan Kumar
Pawan Kumar S/o Sh. Gulab Singh
R/o Mandkya Kalan

Rakesh

OWNERS

For Jai Ganga Castle Pvt. Ltd.

Authorised Signatory

DEVELOPER

Indian-Non Judicial Stamp
Haryana Government

Date : 23/05/2024

Certificate No. : SGW2024E14
GRN No. : 118084572

Stamp Duty Paid : ₹ 1000
Penalty : ₹ 0

Seller / First Party Detail

Name : Rhythm space tech
H.No/Floor : NA Sector/Ward : NA Landmark : NA
City/Village : Rewari District : Rewari State : Haryana
Phone : 94******50

Buyer / Second Party Detail

Name : Jai ganga castle Pvt ltd authorised signatory Mr rahul sharma
H.No/Floor : NA Sector/Ward : NA Landmark : NA
City/Village : Delhi District : Delhi State : Delhi
Phone : 70******10

Purpose : A non judicial stamp paper use for SPA/AOA

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

## SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that **M/s Rhythm Space Tech (PAN ABFFR0931F) Having its registered office at 1868, Sector-4, Rewari through its authorised representative Sh Mr. Hitesh Mishra (Aadhar No. 3464 5034 9610) (authorised to enter upon the present collaboration agreement with a Authority Letter issued by the Partners of the firm on dated 15.05.2024)** (hereinafter referred to as "Executants").

RHYTHM SPACE TECH
Auth. Sign.
OWNERS

DEVELOPER

प्रवेश न:21 दिनांक:23-05-2024

| ग्रीड सबंधी विवरण | |
|---|---|
| ग्रीड का नाम | SPA |
| तहसील/सब-तहसील | रिवाड़ी |
| गांव/शहर | नांगिया कलां |

| पत्र सबंधी विवरण | |
|---|---|
| राशि 0 रुपये | स्टाम्प ड्यूटी की राशि 1000 रुपये |
| स्टाम्प नं : 90W/0024E14 | स्टाम्प की राशि 1000 रुपये |
| रजिस्ट्रेशन फीस की राशि 100 रुपये | EChallan:110069461 पंजिका शुल्क : 3 रुपये |
| Drafted By: VA | Service Charge:300 |

यह प्रवेश आज दिनांक 23-05-2024 दिन गुरुवार समय 8:22:00 PM को श्रीमती/कुमारी RHYTHM SPACE TECH REWARI(Haryana) BHIWADI(HR) पुत्र - निवास - द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपायुक्त पंजीयन अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
RHYTHM SPACE TECH REWARI

उपरोक्त पेशकर्ता व श्रीमती/कुमारी JAI GANGA CASTEL PVT LTD thru RAHUL SHARMA(OTHER) हाजिर है।
प्रस्तुत प्रवेश के तथ्यों की ईनी पहचान
से मुताबिक तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्रीमती/कुमारी ANANTPAL NAMBERDAR निवास - नांगिया HANSAKA व श्रीमती/कुमारी PAWAN KUMAR निवास SUNIL SINGH
निवासी MANDIYA KALA से की।
साक्षी नं.1 को इस लेनदेन (प्रतिफल) के बारे में जानते है तथा यह साक्षी नं.2 की पहचान करता है।

उपायुक्त पंजीयन अधिकारी (रिवाड़ी)

**AND WHEREAS:**

i) **Owner is lawful owner in possession of land comprising in Khewat No. 46 Khata No. 46 Rect. No. 28 Killa no. 19 (8-0),20(8-0), 21(8-0), 22/1(3-8), Rect. No. 29 Killa no. 16/1(4-0), 25/2(6-9), Rect. No. 31 Killa no. 5/1 (4-11) total kita 7 measuring 42 kanal 08 marla by share 249/848 (12 kanal 9 marla) (1.55625 Acres) through mutation no. 811 and 820 situated in revenue estate of village MadhiyaKalan, Tehsil and District Rewari.**

**The aforementioned land is now part of sector-22 Rewari.**

**(Total land measuring 12 kanals 9 marla (1.55625 Acres) hereinafter referred to as the said land)**

**The aforementioned land is now part of Sector-22, Rewari. (Total land measuring 12K-9M (1.55625 Acres) hereinafter referred to as the said land).**

the executants are competent and entitled to deal with the same in any manner deemed fit by them. The Executants have entered into Collaboration Agreement dated 23.05.2024 with M/s **Jai Ganga Castle Private Limited** through its Authorised Signatory- Mr. Rahul Sharma.

WHEREAS in terms of the aforesaid agreements of collaboration, the Executants had agreed to execute a Special Power of Attorney in favour of the M/s Jai Ganga Castle Private Limited or its nominees and accordingly, the Executants hereby jointly and severally nominate, appoint and constitute the nominees of M/s Jai Ganga Castle

RHYTHM HOMES TECH

OWNERS

Auth. Sign.

DEVELOPER

| No. | Reg. Year | Book No. |
|---|---|---|
| 21 | 2024-2025 | 4 |

प्रेषकगण

आधिकता

गवाह

THE SEAL OF REWARI

उपखण्ड पंजीयन अधिकारी

प्रेषकगण :- Smt. HIREEN MISRAOTHER RHYTHM SPACE TECH REWARI

आधिकता :- Ihru RAHUL SHARMAOTHERJAI GANGA CASTLE PVT LTD

गवाह 1 :- ANANTPAL NAMBERDAR

गवाह 2 :- PAWAN KUMAR

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 21 आज दिनांक 23-05-2024 को बही नं 4 जिल्द नं 348 के पृष्ठ नं 45,25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 5 के पृष्ठ संख्या 68 से 89 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 23-05-2024

उपखण्ड पंजीयन अधिकारी रिवाड़ी

Private Limited namely Shri Ashok Kumar (Aadhar 3949 6196 3139) and / or Mr. Vikas Garg (Aadhar No. 7919 5246 6219) as their Special Power of Attorney and authorize them, either jointly or severally, to do the following acts, deeds and things for carrying out the intents and objects of the Collaboration agreement with full authority to do the following, acts, deeds and things for and on behalf of Executants and in name of the Executants:-

1. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee, etc., to appear before the Local Government Bodies, Director Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA), RERA, and do all such other acts which are essential for getting the use of land changed from agricultural to plotted colony /commercial colony or such others similar use.

2. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee etc, to appear before the State Pollution Control Board, Ministry of environment and forest, Central and State Government, and all other statutory and legal authorities for the purpose of getting environment clearance/ approval for the said project.

3. To pay the fee of the advocate engaged by the Attorney, if any, to engage an advocate or solicitor for advice and preparation and approval of the documents to be executed.

4. To apply, claim refund, receive the refund of the licence fees and all other charges & fees paid for the said project in DEVELOPERS name if the said amount is to be received back by the DEVELOPERS;

5. To pay and allow all taxes, assessment charges, expenses and all other payments and outgoings whatsoever due and payable, to become due and payable for or on account of our said properties to the authorities concerned.

RHYTHM GROUP TECH

OWNERS

DEVELOPER


THE SEAL OF
REWARI

6. To file affidavits or reply to any letters or notices to the appropriate authority or any other authority in respect of the said property except if a case is filed between the parties to this special power of attorney

7. To defend the suits / cases by carrying out the appropriate legal proceedings or such other legal recourse, which may be, deemed fit and necessary in the circumstances of the particular case.

8. It is expressly clarified that each and every power enumerated herein shall be in respect of understanding as expressly provided in the Collaboration Agreement ..1175....dated 23.05.2024

9. To sign the zoning plan/building plan for the approval of project, to file it with the concerned authority.

10. To do generally all other acts and things as are necessary or are required to be done by the developer of the said Project for constructing building on the land in terms of the said Collaboration Agreement..1175.....dated 23.05.2024.

GENERALLY to do all such acts, deeds and things, as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our attorney(s) aforesaid, shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally and we do hereby state that all such acts, deeds and things shall be ratified by us.

IN WITNESS WHEREOF, the Executants have signed this Special Power of Attorney on this 23rd day of May 2024 at Rewari.

RHYTHM SPACE TECH
Auth. Sign.
OWNERS

For M/s Ganga Delta Private Limited
Authorised Signatory
DEVELOPER

Witnesses

Executants

RHYTHM SOFTECH

Auth. Sign.

24/05/24

**M/s Jai Ganga Castle Private Limited** through its duly authorized person Shri Rahul Sharma

For Jai Ganga Castle Private Limited

Authorised Signatory

1. Satyam

2. Pawan Kumar

Pawan Kumar S/o Sh. Subash Singh

R/o Mandhiya Kalan

For Jai Ganga Castle Private Limited

Authorised Signatory

OWNERS

DEVELOPER

SPA

Indian-Non Judicial Stamp
Haryana Government

Date: 23/05/2024

Certificate No. G0A2024010
GRN No. 110884527

Stamp Duty Paid : ₹ 1000
Penalty : ₹ 0

Seller / First Party Detail

Name: Rhythm space tech
H.No/Floor: NA Sector/Ward: NA Landmark: NA
City/Village: Rewari District: Rewari State: Haryana
Phone: 94******66

Buyer / Second Party Detail

Name: Jai ganga castle (Pvt) ltd authorised signatory Mr rahul sharma
H.No/Floor: NA Sector/Ward: NA Landmark: NA
City/Village: Delhi District: Delhi State: Delhi
Phone: 98******10

Purpose: A non judicial stamp paper use for SPA

The authenticity of this document will be verified by the Issuer. Please contact the issuer or on the website www.shcilestamp.com

## SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that **M/s Rhythm Space Tech (PAN ABFFR0931F) Having its registered office at 1868, Sector-4, Rewari through its authorised representative Sh Mr. Hitesh Mishra (Aadhar No. 3464 5034 9610) (authorised to enter upon the present collaboration agreement with a Authority Letter issued by the Partners of the firm on dated 15.05.2024)** (hereinafter referred to as "Executants").

**AND WHEREAS:**

RHYTHM SPACE TECH
Auth. Sign.

OWNERS

For Jai Ganga Castle Private Limited
Authorised Signatory

DEVELOPER

प्रकरण न:20 दिनांक:23-05-2024

| डीड सम्बंधी विवरण | |
|---|---|
| डीड का नाम | SPA |
| तहसील/सब-तहसील | रिवाड़ी |
| गांव/शहर | मांडिया कलां |

| धन सम्बंधी विवरण | | |
|---|---|---|
| राशि 0 रुपये | स्टाम्प ड्यूटी की राशि 1000 रुपये | |
| स्टाम्प नं : SOW2024E28 | स्टाम्प की राशि 1000 रुपये | |
| रजिस्ट्रेशन फीस की राशि 100 रुपये | E-Challan:110086555 | पंजिका शुल्क 5 रुपये |
| Digitized By: VA | Service Charge:300 | |

यह प्रकरण आज दिनांक 23-05-2024 दिन गुरुवार समय 5:11:00 PM बजे श्रीमतीमती/श्रीमती RHYTHM SPACE TECH(W/o DITRESH ARORA)(W/S) पिता/पति KEWAN द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमण्डल पंजीयन अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
RHYTHM SPACE TECH

उपरोक्त विक्रेता व श्रीमतीमती/श्रीमती JAI GANGA CASTLE PVT LTD.(W/o RAHUL SHARMA)(W/S) शामिल है।
मद्दुल प्रकरण के गवाहों की डीटी पर्ची
ने सुनकर तथा समझकर स्वीकार किया डीटी पर्ची की पहचान श्रीमतीमती/श्रीमती ANANTPAL, NANHERDAR पिता - निवासी HANSAKA व श्रीमतीमती/श्रीमती PAWAN KUMAR पिता SUBE SINGH निवासी MANDIYA KALA के की।
मार्जी न:1 को इस नम्बरदार/पंचायत के रूप में जानती है तथा यह मार्जी न:2 की पहचान करता है।

उपमण्डल पंजीयन अधिकारी( रिवाड़ी )

दिनांक 23-05-2024

i) **Owner is lawful owner in possession of land comprising in Khewat No. 46 Khata No. 46 Rect. No. 28 Killa no. 19 (8-0),20(8-0), 21(8-0), 22/1(3-8), Rect. No. 29 Killa no. 16/1(4-0), 25/2(6-9), Rect. No. 31 Killa no. 5/1 (4-11) total kita 7 measuring 42 kanal 08 marla by share 320/848 (16 kanal 0 marla) (2.00 Acres) through mutation no. 811 and 820 situated in revenue estate of village MadhiyaKalan, Tehsil and District Rewari.**

**The aforementioned land is now part of sector-22 Rewari.**

**(Total land measuring 16 kanals 0 marla (2.00 Acres) hereinafter referred to as the said land)**

**The aforementioned land is now part of Sector-22, Rewari. (Total land measuring 16K-0M (2.00 Acres) hereinafter referred to as the said land).**

the executants are competent and entitled to deal with the same in any manner deemed fit by them. The Executants have entered into Collaboration Agreement dated - 23.05.2024 with M/s **Jai Ganga Castle Private Limited** through its Authorised Signatory- Mr. Rahul Sharma.

WHEREAS in terms of the aforesaid agreements of collaboration, the Executants had agreed to execute a Special Power of Attorney in favour of the M/s Jai Ganga Castle Private Limited or its nominees and accordingly, the Executants hereby jointly and severally nominate, appoint and constitute the nominees of M/s Jai Ganga Castle Private Limited namely Shri Ashok Kumar (Aadhar 3949 6196 3139) and / or Mr. Vikas Garg (Aadhar No. 7919 5246 6219) as their Special Power of Attorney and

RHYTHM OFFICE TECH

OWNERS

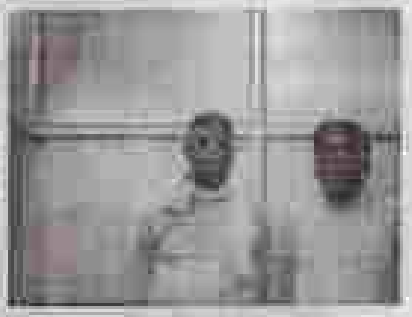
Auth. Sign.

DEVELOPER

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 20 | 2024-2025 | 4 |

विक्रेता

क्रेता



गवाह

उपखण्ड पंजीयन अधिकारी

विक्रेता :- Shri HITESH MISRA OTHER RIYTHM SPACE TECH

क्रेता :- Shri RAHUL SHARMA OTHER UAI GANGA CASTLE PVT LTD

गवाह 1 :- ANANTPAL NAMBERDAR

गवाह 2 :- PAWAN KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 20 आज दिनांक 23-06-2024 को बही न 4 जिल्द न 348 के पृष्ठ न 45 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द न 5 के पृष्ठ संख्या 62 से 65 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 23-06-2024

उपखण्ड पंजीयन अधिकारी

authorize them, either jointly or severally, to do the following acts, deeds and things for carrying out the intents and objects of the Collaboration agreement with full authority to do the following, acts, deeds and things for and on behalf of Executants and in name of the Executants:-

1. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee, etc., to appear before the Local Government Bodies, Director Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA), RERA, and do all such other acts which are essential for getting the use of land changed from agricultural to plotted colony /commercial colony or such others similar use.

2. To make necessary applications to, sign all papers, to give undertakings, filling of security/ bond/ bank guarantee etc, to appear before the State Pollution Control Board, Ministry of environment and forest, Central and State Government, and all other statutory and legal authorities for the purpose of getting environment clearance/ approval for the said project.

3. To pay the fee of the advocate engaged by the Attorney, if any, to engage an advocate or solicitor for advice and preparation and approval of the documents to be executed.

4. To apply, claim refund, receive the refund of the licence fees and all other charges & fees paid for the said project in DEVELOPERS name if the said amount is to be received back by the DEVELOPERS;

5. To pay and allow all taxes, assessment charges, expenses and all other payments and outgoings whatsoever due and payable, to become due and payable for or on account of our said properties to the authorities concerned.

RHYTHM SPACE TECH

Auth. Sign.

OWNERS

For M/s Sunny Gold Price Limited

Authorised Signatory

DEVELOPER

6. To file affidavits or reply to any letters or notices to the appropriate authority or any other authority in respect of the said property except if a case is filed between the parties to this special power of attorney.

7. To defend the suits / cases by carrying out the appropriate legal proceedings or such other legal recourse, which may be, deemed fit and necessary in the circumstances of the particular case.

8. It is expressly clarified that each and every power enumerated herein shall be in respect of understanding as expressly provided in the Collaboration Agreement ...1120... dated 23.05.2024

9. To sign the zoning plan/building plan for the approval of project, to file it with the concerned authority.

10. To do generally all other acts and things as are necessary or are required to be done by the developer of the said Project for constructing building on the land in terms of the said Collaboration Agreement...1120... dated 23.05.2024

GENERALLY to do all such acts, deeds and things, as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our attorney(s) aforesaid, shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally and we do hereby state that all such acts, deeds and things shall be ratified by us.

IN WITNESS WHEREOF, the Executants have signed this Special Power of Attorney on this 23rd day of May 2024 at Rewari.

RHYTHM SPACE TECH

Auth. Sign.

OWNERS

DEVELOPER

Witnesses

For M/S SPACETECH
Auth. Sign.

23/05/24

**M/s Jai Ganga Castle Private Limited** through its duly authorised person Shri Rahul Sharma

1.

2.

Pawan Kumar S/o Late Sube Singh
Vill. Manakpur Kalan

For Jai Ganga Castle Private Limited
Authorised Signatory

OWNERS

DEVELOPER

Ref. Letter

**Indian-Non Judicial Stamp**
**Haryana Government**

Date: 15/05/2024

Certificate No. 50K2024R1168

GRN No. 117543331

Stamp Duty Paid : ₹ 1000

Penalty : ₹ 0

**Seller / First Party Detail**

Name: Rhythm Space Tech

H.No/Floor: Na Sector/Ward: Na LandMark: Na

City/Village: Rewari District: Rewari State: Haryana

Phone: 94********58

**Buyer / Second Party Detail**

Name: Jai ganga castle Pvt ltd authorised signatory Mr nitul sharma

H.No/Floor: Na Sector/Ward: Na LandMark: Na

City/Village: Delhi District: Delhi State: Delhi

Phone: 70********10

Purpose: A non judicial stamp paper use for SPA

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

## SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that **M/s Rhythm Space Tech (PAN ABFFR0931F)** Having its registered office at 1868, Sector-4, Rewari through its authorised representative Sh. Hitesh Mishra (Aadhar No. 3464 5034 9610) (authorised to enter upon the present collaboration agreement with a Authority Letter issued by the Partners of the firm on dated 15.05.2024) (hereinafter referred to as "Executants").

For Jai Ganga Castle Private Limited

RHYTHM SPACE TECH

OWNERS Auth. Sign.

DEVELOPER

प्रकरण नं:31 दिनांक:12-06-2024

| डीड संबंधी विवरण | |
|---|---|
| डीड का नाम | SPA |
| तहसील/उप-तहसील | रिवाड़ी |
| गाँव/शहर | मांझिया कलां |

**धन संबंधी विवरण**

राशि 0 रुपये

स्टाम्प ड्यूटी की राशि 1000 रुपये

स्टाम्प नं. : 00020740688

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:117645345

पेजिंग शुल्क 3 रुपये

Drafted By: VA

Service Charge:200

यह प्रकरण आज दिनांक 12-06-2024 दिन बुधवार समय 4:05:00 PM बजे श्रीमती/कुमारी RHYTHM SPACE TECH REWARI thru HITESH MORAO THER निवासी REWARI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उपमहापंजीकार पंजीयन अधिकारी (रिवाड़ी)

हस्ताक्षर प्रस्तुतकर्ता
RHYTHM SPACE TECH REWARI

उपरोक्त पेशकर्ता व श्रीमती/कुमारी JAI GANGA CASTLE PVT LTD thru RAHUL SHARMA THER कम्पनी हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी RAJPAL ADV पिता - निवासी REWARI व श्री/श्रीमती/कुमारी PAWAN KUMAR पिता SUBH SINGH निवासी MANGIYA KALA ने की।
गवाही नं:1 को इस लेनदेन के अधिकारों के रूप में जानते है तथा वह गवाही नं:2 की पहचान करता है।

उपमहापंजीकार पंजीयन अधिकारी( रिवाड़ी )

**AND WHEREAS:**

i) Owner is lawful owner in possession of land comprising in Khewat No. 81 Khata No. 87 Rect. No. 28 Killa no. 22/2/3 (0-6),Rect. No. 32Killa no. 1(7-19), 10(2-4), 13/1 (2-5),2(8-0),7/1/3(0-8),8/1/3(2-14), 9(7-9) total kita 8 measuring 31 Kanal 05 Marla by share 448/625 **(22 kanal 8 marla) (2.8 Acres)** through mutation no. 831 situated in revenue estate of village Madhiyian Kalan, Tehsil and District Rewari as per Jamabandi Year 2019-20

The aforementioned land is now part of sector-22 Rewari.

(Total land measuring 22 Kanals 8 Marla (2.8 Acres) hereinafter referred to as the said land)

**The aforementioned land is now part of Sector-22, Rewari. (Total land measuring 22K-8M (2.8 Acres) hereinafter referred to as the said land).**

the executants are competent and entitled to deal with the same in any manner deemed fit by them. The Executants have entered into Collaboration Agreement 1527, dated - 12.1.2021 with M/s **Jai Ganga Castle Private Limited** through its Authorised Signatory- Mr. Rahul Sharma.

RHYTHM SPACE TECH

Auth. Sign.

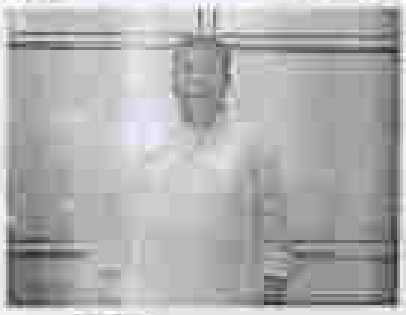
OWNERS

For Jai Ganga Castle Private Limited

Authorised Signatory

DEVELOPER

| Reg. No | Reg. Year | Book No. |
|---|---|---|
| 31 | 2024-2025 | 4 |



विक्रेता

क्रेता

गवाह

उपसंयुक्त पंजीयन अधिकारी

विक्रेता - Shri NITESH MISRA OTHER RHYTHM SPACE TECH REWA Pvt Ltd

क्रेता - Shri RAHUL SHARMA OTHER JAI GANGA CASTLE PVT LTD

गवाह 1 :- RAJPAL ADV

गवाह 2 :- PAWAN KUMAR

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 31 आज दिनांक 12-06-2024 को बही नं 4 जिल्द नं 348 के पृष्ठ नं 47 से 75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 5 के पृष्ठ संख्या 100 से 103 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के दस्तावेजकर्ता और गवाहों ने अपना हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 12-06-2024

उपसंयुक्त पंजीयन अधिकारी रीवा

WHEREAS in terms of the aforesaid agreements of collaboration, the Executants had agreed to execute a Special Power of Attorney in favour of the M/s Jai Ganga Castle Private Limited or its nominees and accordingly, the Executants hereby jointly and severally nominate, appoint and constitute the nominees of M/s Jai Ganga Castle Private Limited namely Shri Ashok Kumar (Aadhar 3949 6196 3139) and / or Mr. Vikas Garg (Aadhar No. 7919 5246 6219) as their Special Power of Attorney and authorize them, either jointly or severally, to do the following acts, deeds and things for carrying out the intents and objects of the Collaboration agreement with full authority to do the following, acts, deeds and things for and on behalf of Executants and in name of the Executants:-

1. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee, etc., to appear before the Local Government Bodies, Director Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA), RERA, and do all such other acts which are essential for getting the use of land changed from agricultural to plotted colony /commercial colony or such others similar use.

2. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee etc. to appear before the State Pollution Control Board, Ministry of environment and forest, Central and State Government, and all other statutory and legal authorities for the purpose of getting environment clearance/ approval for the said project.

3. To pay the fee of the advocate engaged by the Attorney, if any, to engage an advocate or solicitor for advice and preparation and approval of the documents to be executed.

4. To apply, claim refund, receive the refund of the licence fees and all other charges & fees paid for the said project in DEVELOPERS name if the said amount is to be received back by the DEVELOPERS;

For Jai Ganga Castle Private Limited

Authorised Signatory

OWNERS

RHYTHM SPACE TECH

Auth. Sign.

DEVELOPER

5. To pay and allow all taxes, assessment charges, expenses and all other payments and outgoings whatsoever due and payable, to become due and payable for or on account of our said properties to the authorities concerned.

6. To file affidavits or reply to any letters or notices to the appropriate authority or any other authority in respect of the said property except if a case is filed between the parties to this special power of attorney.

7. To defend the suits / cases by carrying out the appropriate legal proceedings or such other legal recourse, which may be, deemed fit and necessary in the circumstances of the particular case.

8. It is expressly clarified that each and every power enumerated herein shall be in respect of understanding as expressly provided in the Collaboration Agreement 1587 dated 12.06.24

9. To sign the zoning plan/building plan for the approval of project, to file it with the concerned authority.

10. To do generally all other acts and things as are necessary or are required to be done by the developer of the said Project for constructing building on the land in terms of the said Collaboration Agreement 1587 dated 12.06.24

RHYTHM SPACE TECH
Auth. Sign.

For Ananya Castle Private Limited
Authorised Signatory

OWNERS

DEVELOPER

GENERALLY to do all such acts, deeds and things, as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our attorney(s) aforesaid, shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally and we do hereby state that all such acts, deeds and things shall be ratified by us.

IN WITNESS WHEREOF, the Executants have signed this Special Power of Attorney on this 06th day of June 2024 at Rewari.

Executants

RHYTHM SPACE TECH
Auth. Sign.

**M/s Jai Ganga Castle Pvt. Ltd.**
through its duly authorized person
Shri Rahul Sharma

For Jai Ganga Castle Pvt. Ltd.
Authorised Signatory

Witnesses

1 Rajpal Advocate Rewari

2. Pawan Kumar S/o Sh. Suba Singh
R/o Mandiya Kalan

OWNERS

DEVELOPER

Indian-Non Judicial Stamp
Haryana Government

Date: [illegible]

Certificate No. [illegible]
GRN No. [illegible]

Stamp Duty Paid : ₹ 1000
Penalty : ₹ 0

Seller / First Party Detail

Name: Sajjan singh
H.No./Floor: Na  Sector/Ward: Na  Landmark: Na
City/Village: Mandhiya kalan  District: Rewari  State: Haryana
Phone: 94[illegible]68

Buyer / Second Party Detail

Name: Jal ganga [illegible]
H.No./Floor: Na  Sector/Ward: Na  Landmark: Na
City/Village: Delhi  District: Delhi  State: Delhi
Phone: 70[illegible]10

Purpose: A non judicial stamp paper used for SPA

THE SEAL OF SUB REGISTRAR

26
03/06/2024

The authenticity of this document can be verified at the Office Through scan QRcode on the Revenue Website/Geneally Web

## SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that **Sh. Sajjan Singh (Aadhar No. 9149 3750 9868) (PAN GDUPS5635C) resident of Village Mandhiaiya Kalan, Rewari-123401** (hereinafter referred to as "Executants").

**AND WHEREAS:**

i) **Owner is lawful owner in possession of land comprising in Khewat No. 46 Khata No. 46 Rect. No. 28 Killa no. 19 (8-0),20(8-0), 21(8-0), 22/1(3-8), Rect. No. 29 Killa no. 16/1(4-**

For Jal Ganga Cooling Towers Limited
Authorised Signatory

OWNERS: Sajjan Singh

DEVELOPER

प्रवेश सं:26 दिनांक:03-06-2024

| डीड सबंधी विवरण | |
|---|---|
| डीड का नाम | SPA |
| तहसील/सब-तहसील | रिसाली |
| गांव/शहर | मांढिया कला |

| धन सबंधी विवरण | |
|---|---|
| राशि 0 रुपये | स्टाम्प ड्यूटी की राशि 1000 रुपये |
| स्टाम्प सं : [illegible] | स्टाम्प की राशि 1000 रुपये |
| रजिस्ट्रेशन फीस की राशि 100 रुपये | EChallan:117172555 वेंडिंग शुल्क 0 रुपये |
| Drafted By: VA | Service Charge:200 |

यह प्रवेश आज दिनांक 03-06-2024 दिन सोमवार समय 4:52:00 PM को श्री/श्रीमती/कुमारी SAJAN SINGH पुत्र SHER SINGH निवास MANDIYA KALA द्वारा पंजीयन हेतु प्रस्तुत किया गया।

उपपंजीयक (रिसाली)
दुर्ग

Sajan Singh

हस्ताक्षर प्रस्तुतकर्ता
SAJAN SINGH

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी JAI GANGA CASTLE PVT LTD thru RAHUL SHARMA OTHERS द्वारा सिद्ध है।
प्रस्तुत प्रवेश के लेखकों की प्रतियां पक्षों
के मुताबिक तथा समझकर स्वीकार किया प्रतियों पक्षों की पहचान श्री/श्रीमती/कुमारी RAJPAL ADV पिता - निवासी SEWARI
व श्री/श्रीमती/कुमारी PAWAN KUMAR पिता SUBE SINGH
निवासी SEWARI ने की।
साक्षी नं.1 की इस सम्बन्धित /अधिवक्ता के रूप में जानते है तथा वह साक्षी नं.2 की पहचान करता है।

उपपंजीयक (रिसाली)

दिनांक: 03-06-2024

**0), 25/2(6-9), Rect. No. 31 Killa no. 5/1 (4-11) total kita 7 measuring 42 kanal 08 marla by share 279/848 (13 kanal 19 marla) (1.74375 Acres) through mutation no. 811 and 820 and Fard jamabandi Year 2019-2020 situated in revenue estate of village Madhiya Kalan, Tehsil and District Rewari**

**The aforementioned land is now part of sector-22 Rewari.**

**(Total land measuring 13 kanals 19 marla (1.74375 Acres) hereinafter referred to as the said land)**

**The aforementioned land is now part of Sector-22, Rewari. (Total land measuring 13K-19M (1.74375 Acres) hereinafter referred to as the said land).**

the executants are competent and entitled to deal with the same in any manner deemed fit by them. The Executants have entered into Collaboration Agreement dated - 03.06.24 with M/s **Jai Ganga Castle Private Limited** through its Authorised Signatory- Mr. Rahul Sharma S/o Sh.Madan Lal Sharma R/o Uttam Nagar Rewari

WHEREAS in terms of the aforesaid agreements of collaboration, the Executants had agreed to execute a Special Power of Attorney in favour of the M/s Jai Ganga Castle Private Limited or its nominees and accordingly, the Executants hereby jointly and severally nominate, appoint and constitute the nominees of M/s Jai Ganga Castle Private Limited namely Shri Ashok Kumar (Aadhar 3949 6196 3139) and / or Mr. Vikas Garg (Aadhar No. 7919 5246 6219) as their Special Power of Attorney and authorize them, either jointly or severally, to do the following acts, deeds and things for carrying out the intents and objects of the Collaboration agreement with full authority to do the following acts, deeds and things for and on behalf of Executants and in name of the Executants:-

For Jai Ganga Castle Private Limited

Authorised Signatory

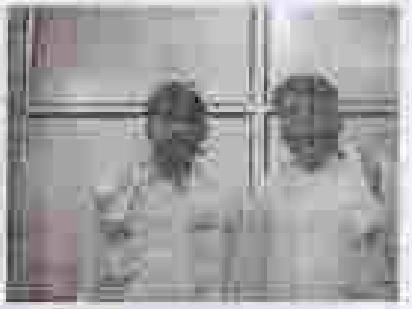
OWNERS

DEVELOPER

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 26 | 2024-2025 | 4 |

पेशकर्ता

प्रतिभूत



गवाह

उपमण्डलाधिकारी पंजीयन अधिकारी

पेशकर्ता :- SAJAN SINGH

प्रतिभूत :- SMT RAHUL SHARMA OTHER/AI GANGA CASTLE PVT LTD.

गवाह 1 :- RAJ PAL ADV

गवाह 2 :- PAWAN KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रपत्र क्रमांक 26 आज दिनांक 03-06-2024 को बही नं 4 जिल्द नं 348 के पृष्ठ नं 46 5 पर लिया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 5 के पृष्ठ संख्या 85 से 88 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 03-06-2024

उपमण्डलाधिकारी पंजीयन अधिकारी सिरसा
सेकुला फार्म रजिस्ट्रार
- सिरसा

1. To make necessary applications to, sign all papers, to give undertakings, filing of security/ bond/ bank guarantee, etc., to appear before the Local Government Bodies, Director Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA), RERA, and do all such other acts which are essential for getting the use of land changed from agricultural to plotted colony /commercial colony or such others similar use.

2. To make necessary applications to, sign all papers, to give undertakings, filling of security/ bond/ bank guarantee etc. to appear before the State Pollution Control Board, Ministry of environment and forest, Central and State Government, and all other statutory and legal authority for the purpose of getting environment clearance/ approval for the said project.

3. To pay the fee of the advocate engaged by the Attorney, if any, to engage an advocate or solicitor for advice and preparation and approval of the documents to be executed.

4. To apply, claim refund, receive the refund of the licence fees and all other charges & fees paid for the said project in DEVELOPERS name if the said amount is to be received back by the DEVELOPERS;

5. To pay and allow all taxes, assessment charges, expenses and all other payments and outgoings whatsoever due and payable, to become due and payable for or on account of our said properties to the authorities concerned.

6. To file affidavits or reply to any letters or notices to the appropriate authority or any other authority in respect of the said property except if a case is filed between the parties to this special power of attorney.

7. To defend the suits / cases by carrying out the appropriate legal proceedings or such other legal recourse, which may be, deemed fit and necessary in the circumstances of the particular case.

For Jai Ganga Credit Private Limited

Authorised Signatory

OWNERS

DEVELOPER

8. It is expressly clarified that each and every power enumerated herein shall be in respect of understanding as expressly provided in the Collaboration Agreement 1348 dated 08.06.24

9. To sign the zoning plan/building plan for the approval of project to file it with the concerned authority.

10. To do generally all other acts and things as are necessary or are required to be done by the developer of the said Project for constructing building on the land in terms of the said Collaboration Agreement 1348 dated 08.06.24.

GENERALLY to do all such acts, deeds and things, as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our attorney(s) aforesaid, shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally and we do hereby state that all such acts, deeds and things shall be ratified by us.

IN WITNESS WHEREOF, the Executants have signed this Special Power of Attorney on this 03rd day of June 2024 at Rewari.

Executants

Sujan Singh

**M/s Jai Ganga Castle Private Limited**

through its duly authorized person Rahul Sharma

For Jai Ganga Castle Private Limited

Authorised Signatory

Witnesses

1 Rajpal

Rajpal S/o, Rewari

2 Pawan Kumar

Pawan Kumar S/o Sh. Sube Singh

R/o Mandlya Kalan

OWNERS

03/06/24

DEVELOPER