

Dinesh Sir

14100

Agreement Award



Indian-Non Judicial Stamp
Haryana Government



Date : 20/02/2018

Certificate No. G0T2018B1296



Stamp Duty Paid : ₹ 1911000
(Rs. Only)

GRN No. 33695230



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vallabham Buildcon Pvt Ltd

H.No/Floor : C4

Sector/Ward : Na

LandMark : First floor

City/Village : Malviya nagar

District : New delhi

State : New delhi

Phone : 0000000000



Buyer / Second Party Detail

Name : Lion Infradevelopers Lip

H.No/Floor : 10

Sector/Ward : B1

LandMark : Local shopping complex third floor

City/Village : Vasant kunj

District : New delhi

State : New delhi

Phone : 0000000000

Purpose : Collaboration Agreement

5729

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

COLLABORATION AGREEMENT

This Deed of Agreement is entered into at Sohna on this 20th day of January, 2018.

BETWEEN

M/s Vallabham Buildcon Private Limited, a company incorporated under the provisions of the Companies Act, 1956 with CIN No. U70200DL2011PTC224893 and having its registered office at C-4, First Floor, Malviya Nagarh, New Delhi-110017, acting through Sh. Vinod Kumar duly authorized by Board Resolution hereinafter referred to as the "OWNER" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **FIRST PART.**

For Vallabham Buildcon Pvt. Ltd.

Authorised Signatory

AND

For Lion Infradevelopers LLP

Authorized Partner

Entered
but
not
Paid by
dinesh sir

डॉड संबंधी विवरण	
डॉड का नाम AGREEMENT	
तहसील/सब-तहसील सोहना	गांव/शहर Sohna
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 95,550,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,911,000.00 रुपये
E-Stamp स्टाम्प न. g0t2018b1296	स्टाम्प की राशि 1,911,000.00 रुपये DFC: JJMPLIJG
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Self

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 26/02/2018 दिन सोमवार समय 2:37:00PM बजे श्री/श्रीमती/कुमारी M/s Vallabham Buildcon Pvt
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-4, FF Malviya Nagar N delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For Vallabham Buildcon Pvt. Ltd.

हस्ताक्षर प्रस्तुतकर्ता Authorised Signatory

उप/सर्वोक्त पंजीयन अधिकारी
 सोहना सब रजिस्ट्रार
 सोहना

श्री M/s Vallabham Buildcon Pvt Ltd thru Auth Sign-Vinod Kumar(OTHER)

उपरोक्त पंशकतां व श्री/श्रीमती/कुमारी Auth Sign-Bijender Singh Lohia दाय्यदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों
 ने ध्यानपूर्वक स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दाय्यदार ने मेरे समक्ष पंशकतां
 को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Shri Chand Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Alipur
 व श्री/श्रीमती/कुमारी Sandeep पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Om Prakash निवासी Sakatpur GGM ने की।
 साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 26/02/2018

उप/सर्वोक्त पंजीयन अधिकारी
 सोहना सब रजिस्ट्रार
 सोहना

यह प्रमाणित किया जाता है कि पंजीकृत वसौका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।



उप / सर्वोक्त पंजीयन अधिकारी
 सोहना सब रजिस्ट्रार
 सोहना

LION INFRADEVELOPERS LLP, having its registered office at Plot No. 10, 3rd floor, Local Shopping Complex, B1, Vasant Kunj, Delhi-110079, acting through its designated partner, Mr. ~~Bijender~~ ^{Manish} Singh Lohia, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **SECOND PART**.

WHEREAS:

- A. The Owner is the sole and absolute owner of land comprised in **Khewat/Khata Nos. 105/115, 528/562, 892/1/1089, Rect. No. 12, Killa Nos. 6(8-0), 16(8-0), 17(8-0), 24(8-0), 25(8-0), Rect. No. 13, Killa No. 20(8-0), Rect. No. 12, Killa No. 15(8-0), fields 7, land measuring 56 Kanal 0 Marla, Full share, situated in revenue estate of Village Sohna, Tehsil Sohna, Distt. Gurugram**, hereinafter referred to as the "**said Land**" and no person other than the owner/s has/have any right title or interest in the said Land.
- B. The Owner has represented that he has absolute right, title and interest on the said Land free from all claim(s), charge(s), lien(s), adjustment(s), loan(s), mortgage(s), lease(s), prior agreement(s) / arrangement(s) / MOU(s), dispute(s), liability(ies), litigation(s), or notifications under the Land Acquisition Act or any other encumbrance of whatever nature and the said Land is eligible for development under the relevant laws of the State of Haryana without any impediment of any nature as per the approved Master Plan.
- C. The Developer is engaged in the business of real estate development and enjoys good reputation and holds sufficient expertise in the development of colonies, group housing schemes, commercial towers, shopping complexes, etc.
- D. The Owner is not having sufficient contiguous land for development and thus is not fully equipped to execute and complete the work of development and construction of the Said Project on the Said Land and has requested and approached the DEVELOPER, to develop and market the Said Land.
- E. The Developer is already having/ is in the process of acquiring contiguous/nearby land for the purpose of development and it has thus acceded to the request of the Owner and both the parties have therefore agreed to enter into the present Collaboration Agreement.

For Vallabham Buildcon Pvt. Ltd.

Authorised Signatory

For Lion Infradevelopers LLP

Designated Partner

Reg. No.

4,729

Reg. Year

2017-2018

Book No.

1



पेशकर्ता




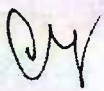

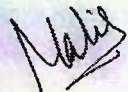




दावेदार

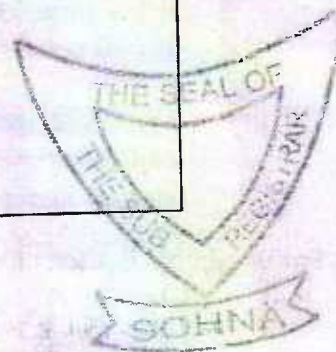


गवाह



उप / सर्युक्त पंचायत अधिकारी

पेशकर्ता	Auth Sign-Vinod Kumar		
दावेदार	Auth Sign-Bijender Singh I		
गवाह	Shri Chand Lamberdar		
गवाह	Sandeep		



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

1. That the Owner is the absolute Owner of the said Land and no person has any joint or undivided share in the said Land and that the Owner is entitled to enter into this Collaboration Agreement with the Developer and to construct, develop the said Land in collaboration with the Developer.
2. That the Owner declares and assures the Developer that the said Land is absolutely free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances and shall keep the title thereof absolutely free and saleable during the period of currency of this Agreement and till the final completion of the development thereon by the Developer.
3. That the Owner has handed over the actual, physical, peaceful and vacant possession of the said Land to the Developer irrevocably and forever to develop the said Land.
4. The Owner has irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development of the said Land and development of the said Land shall be done by the Developer at his sole discretion without any interference from the Owner.
5. That the Developer shall develop colony (under Deen Dayal Jan Awas Yojna, New Integrated Licensing Policy or any other applicable policy) on the said Land at its costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals. The Owner shall sign all requisite letters, undertaking(s) and related documents and render all possible cooperation to the Developer to procure such permissions as may be required. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Directorate Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External

For Vallabham Buildcon Pvt. Ltd.

Authorised Signatory

For Lion Infra Developers LLP

Designated Partner

Reg. No.	Reg. Year	Book No.
4,729	2017-2018	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,729 आज दिनांक 26/02/2018 को बही न: 1 जिल्द न: 2,111 के पृष्ठ न: 122 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,234 के पृष्ठ सख्या 58 से 60 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 26/02/2018

उप/संयुक्त पंजीवेन अधिकारी

सोहना

सब रजिस्ट्रार
सोहना



Development Charges and Internal Development Charges shall be furnished by the Developer from its own sources.

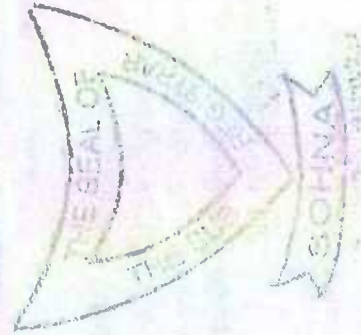
6. The Developer shall file appropriate applications, undertakings, affidavits etc. with the Directorate Town & Country Planning- Haryana (Chandigarh), HUDA, Haryana Govt. and other Authorities and shall pursue the said applications and represent the Owner at all forums and offices.
7. That the Developer shall allot to the Owner developed plotted area equivalent to **1250 Sq. Yds. Residential/plotted area per gross acre of land**, hereinafter referred to as the **"Owner's Allocation"**. The Developer shall be entitled to the Balance area, hereinafter referred to as the **"Developer's Allocation"**. The said plotted area forming part of Owner's Allocation shall be located on the said Land only and contiguous parcels at a proper distance from the portion allocated for EWS and existing village abadi and should have functional access of minimum 15 meters wide road from the main Sohna-Gurgaon Road.
8. That in case the Developer choose to obtain any other kind of license colony or any other CLU or Use permitted under law then in such a case also the Owner's allocation shall remain the same. In such a case the Owner's allocation shall be made as near as possible to the Said Land subject always to conditions set out in clause 7 above.
9. The Developer shall endeavour to allot in favour of the Owner exact allocation of the Owner, however, if due to various sizes of the developed plots in the scheme, the exact Owner's Allocation cannot be allotted, in that event the Owner shall pay market price for the area allotted in excess of its allocation. In the event of the Owner's Allocation being allotted being less than the area to be allotted to the Owner, it shall be entitled to refund at the market rate, and thereafter the Owner shall not have any claim left for the deficit area.
10. The Developer shall endeavor to obtain license within the earliest possible time and allotment shall be done within 18 (Eighteen) months of grant of license. In case of Phase wise development of the colony, the allotment of the Owner's Allocation shall be made in 1st phase irrespective of grant of license of said Land.
11. That except the payment of EDC/IDC payable for the Owner's Allocation, all other expenses shall be payable and borne by the Developer. The Developer shall be entitled to recover the EDC/IDC paid by it to the concerned authority/department against Owner's Allocation.

For Vallabham Buildcon Pvt. Ltd.

Authorised Signatory

For Lion Infra Developers LLP

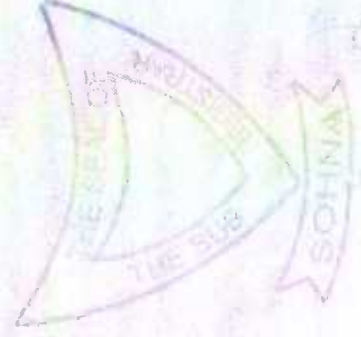
Designated Partner



12. That the Developer shall for and on behalf of and in the name of the Owner, apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the development on the said Land in accordance with the applicable Zonal/Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the plans as may be required or considered by the Developer described as necessary.
 13. That on the requisite License being granted to the Owner and allotment of Owner's Allocation to the Owner, it shall apply to the concerned authorities for grant of No Objection Certificate/Permission to transfer the title of the said Land in favour of the Developer and/or its nominees along with the requisite Licenses.
 14. That the expenses for the registration and execution of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer and the expenses for the registration and execution of the sale deed with respect to the said developed plotted area (Owner's Allocation) in favour of the Owner shall be borne by it.
 15. That the entire amount required for carrying out development, infrastructure work including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and / or demands in this respect.
 16. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of development. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective ownership in the developed property as mentioned herein under.
 17. That, if required, the Owner shall execute Special Power of Attorneys (SPA) in favour of the Developer or its nominee so as to vest the Developer with the powers and authorities to do all such acts, deeds and things on behalf of the Owner to give effect to the intentions of Parties and as more specifically detailed in the respective documents.
 18. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of any building on the said Land.
- For Vallam Buildcon Pvt. Ltd.
- For Lion Infra Developers LLP

Authorized Signatory

Designated Partner

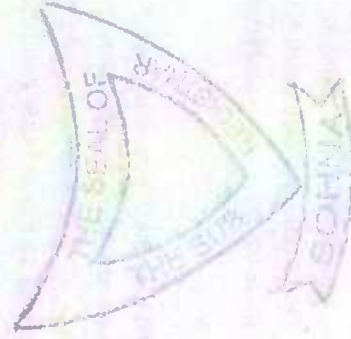


19. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate and transfer any part or portion of any area, in the aforesaid share allocated to the Developer, to any person at any time either before or after the development is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
20. That it is a condition of this Agreement that the work of development and or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him, if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the developed area and / or proceeds thereof under this agreement.
23. That after the development of the colony, Sale Deeds or such other documents effecting the transfer of the Developer's share of the developed property, or any part thereof, shall be executed and duly registered in the name of the Developer or its nominee which may include the intending Buyer(s) as may be desired by the Developer for the Developer's share and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of its share in the property on the basis of General Power of Attorney executed and duly registered in its favour simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.
24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement as the Developer may deem fit, on the said Land or at other

For Vallabham Sundar P. Ltd.


Authorised Signatory


Designated Partner



places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.

25. That all the original papers, title documents relating to the said Land in the name of the Owner shall be handed over to the Developer as and when required and demanded by the Developer.
26. That the Owner/s shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGTCP or any other authority. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That the responsibility of performance of all the legal compliances including RERA for their respective share shall be of respective party as per applicable law.
28. That both the parties, at their sole discretion, shall be entitled/authorized to transfer/assign this collaboration agreement in favour of any other person/company or appoint nominee and the other party shall have no objection regarding the same.
29. The Courts at Gurgaon and the Punjab and Haryana High Court alone shall have the sole and exclusive jurisdiction in all matters arising out of, touching and/or concerning this agreement / the aforesaid said Land.
30. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
31. That failure of the Developer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be waiver of any provisions of the right to enforce such provisions.
32. That this Agreement shall not create the relationship of the partnership between the Owner and Developer and subject to conditions mentioned hereinabove shall be irrevocable and no modification / alteration etc. in the terms and conditions of this agreement can be undertaken except after obtaining prior approval of DGTCP.
33. That the Developer shall be responsible for compliance of all the terms and conditions of license provision under Act of 1975 and rule 1976 till the grant of final completion certificate to the said colony or relieved of the responsibility by the Director General, Town & Country Planning, Haryana, whichever is earlier.

For Vallabh Buildcon Pvt. Ltd.

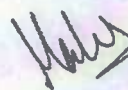
Authorised Signatory

For Lion Infra developers LLP

Designated Partner



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

Vallabham Buildcon Pvt. Ltd.	Lion Infradevelopers LLP
For Vallabham Buildcon Pvt. Ltd.	
(Through its Authorized Signatory) (Owner)	(Through its designated partner) (Developer)

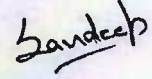
WITNESSES:

1.

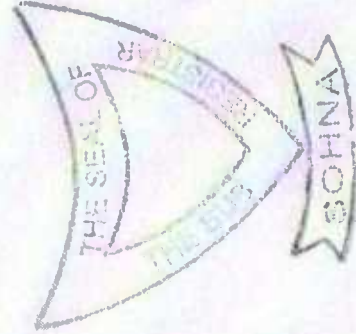


श्री चंद नम्बरदार
गाँव अलीपुर तहसील सोहन
जिला गड़गैर

2.



Sandeep Sy. Sh. Omparkash
Village Sakatpur Distt.
Gurgaon





Certificate No. G0282018K3100



GRN No. 42288020

Stamp Duty Paid : ₹ 198000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vibhor Home developers Pvt Ltd

H.No/Floor : 11

Sector/Ward : Dda

LandMark : Janta flat

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 0000000000


Buyer / Second Party Detail

Name : Lion Infra developers Llp

H.No/Floor : 10

Sector/Ward : 3

LandMark : Local shoping complex

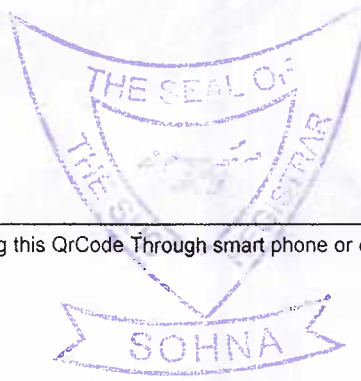
City/Village: New delhi

District : New delhi

State : Delhi

Phone : 0000000000

Purpose : Collaboration Agreement



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

COLLABORATION AGREEMENT

This Deed of Agreement is entered into at Sohna on this 30th day of Nov., 2018.

BETWEEN

M/S Vibhor Home Developers Pvt. Ltd. (PAN NO. AACCV1383J) Having its registered office at Flat No.11, DDA Janta Flat , Panchshil Park , Shiwalik Road New Delhi, through its authorized signatory Mr. Dinesh Kumar, vide board resolution dated 28.11.2018 hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **FIRST PART**.

प्रलेख न:4662

दिनांक:04-12-2018

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	सोहना
गांव/शहर	Sohna
धन संबंधी विवरण	
राशि 9863500 रुपये	स्टाम्प ड्यूटी की राशि 197270 रुपये
स्टाम्प नं : G0282018K3100	स्टाम्प की राशि 198000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	पेस्टिंग शुल्क 0 रुपये
Drafted By: SELF	Service Charge:0

यह प्रलेख आज दिनांक 04-12-2018 दिन मंगलवार समय 3:46:00 PM बजे श्री/श्रीमती /कुमारी

MS VIBHOR HOME DEVELOPERS PVT LTD thru SANDEEP KUMAR OTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Sandeep

हस्ताक्षर प्रस्तुतकर्ता

MS VIBHOR HOME DEVELOPERS PVT LTD

SOHNA

उप/संयुक्त पंजीयन अधिकारी (सोहना)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी LION INFRADEVELOPERS LLP thru JATIN LOHIA OTHER हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRI CHAND LAMBERDAR पिता --- निवासी ALIPUR SOHNA व श्री/श्रीमती /कुमारी LAXMAN SINGH LAMBERDAR पिता --- निवासी BHONDSI SOHNA ने की।

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

उप/संयुक्त पंजीयन अधिकारी (सोहना)

AND

LION INFRADEVELOPERS LLP, having its registered office at Plot No. 10, 3rd floor, Local Shopping Complex, B1, Vasant Kunj, Delhi-110079, acting through its Authorized Signatory, Mr. Jatin Lohia vide board of resolution dated 28.11.2018 passed in meeting of the board of the directors of the company, “**DEVELOPER**” (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **SECOND PART**.

WHEREAS:

The Owner is the sole and absolute owner of land comprised in in **Khewat/Khata No.333/1/360/1 Rect. No. 28 Killa No.5/1(5-16) Field 1 Land measuring 05 Kanal 16 Marla full share situated in the revenue estate village Sohna, Tehsil: Sohna & District Gurugram, Haryana.**, hereinafter referred to as the “**said Land**” and no person other than the owner/s has/have any right title or interest in the said Land.

- A. The Owner has represented that he has absolute right, title and interest on the said Land free from all claim(s), charge(s), lien(s), adjustment(s), loan(s), mortgage(s), lease(s), prior agreement(s) / arrangement(s) / MOU(s), dispute(s), liability(ies), litigation(s), or notifications under the Land Acquisition Act or any other encumbrance of whatever nature and the said Land is eligible for development under the relevant laws of the State of Haryana without any impediment of any nature as per the approved Master Plan.
- B. The Developer is engaged in the business of real estate development and enjoys good reputation and holds sufficient expertise in the development of colonies, group housing schemes, commercial towers, shopping complexes, etc.
- C. The Owner is not having sufficient contiguous land for development and thus is not fully equipped to execute and complete the work of development and construction of the Said Project on the Said Land and has requested and approached the DEVELOPER, to develop and market the Said Land.
- D. The Developer is already having/ is in the process of acquiring contiguous/nearby land for the purpose of development and it has thus

Reg. No.

Reg. Year

Book No.

4662

2018-2019

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पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru SANDEEP KUMAROTHER MS VIBHOR HOME DEVELOPERS PVT LTD. *Sandeep*

दावेदार :- thru JATIN LOHIAOTHERLION INFRADEVELOPERS LLP *Jatin*

गवाह 1 :- SHRI CHAND LAMBERDAR *Shri Chand*

गवाह 2 :- LAXMAN SINGH LAMBERDAR *Laxman Singh*

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4662 आज दिनांक 04-12-2018 को बही नं 1 जिल्द नं 2119 के पृष्ठ नं 19.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1352 के पृष्ठ संख्या 48 से 49 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 04-12-2018

उप/सयुक्त पंजीयन अधिकारी(सोहना)



acceded to the request of the Owner and both the parties have therefore agreed to enter into the present Collaboration Agreement.

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

1. That the Owner is the absolute Owner of the said Land and no person has any joint or undivided share in the said Land and that the Owner is entitled to enter into this Collaboration Agreement with the Developer and to construct, develop the said Land in collaboration with the Developer.
2. That the Owner declares and assures the Developer that the said Land is absolutely free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances and shall keep the title thereof absolutely free and saleable during the period of currency of this Agreement and till the final completion of the development thereon by the Developer.
3. That the Owner has handed over the actual, physical, peaceful and vacant possession of the said Land to the Developer irrevocably and forever to develop the said Land.
4. The Owner has irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development of the said Land and development of the said Land shall be done by the Developer at his sole discretion without any interference from the Owner.
5. That the Developer shall develop colony (under Deen Dayal Jan Awas Yojna, New Integrated Licensing Policy or any other applicable policy) on the said Land at its costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals. The Owner shall sign all requisite letters, undertaking(s) and related documents and render all possible cooperation to the Developer to procure such permissions as may be required. The responsibility of obtaining the Licence shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approval from Directorate



Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") and other concerned authorities shall be borne and paid by the Developer. The Bank Guarantee etc. for the payment of External Development Charges and Internal Development Charges shall be furnished by the Developer from its own sources.

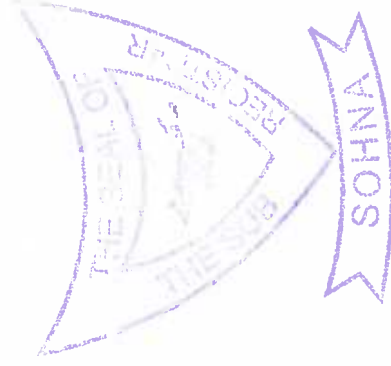
6. The Developer shall file appropriate applications, undertakings, affidavits etc. with the Directorate Town & Country Planning- Haryana (Chandigarh), HUDA, Haryana Govt. and other Authorities and shall pursue the said applications and represent the Owner at all forums and offices.
7. That the Developer shall allot to the Owner developed plotted area equivalent to **1500 Sq. Yds. Residential/plotted area per gross acre of land**, hereinafter referred to as the "**Owner's Allocation**". The Developer shall be entitled to the Balance area, hereinafter referred to as the "**Developer's Allocation**". The said plotted area forming part of Owner's Allocation shall be located on the said Land only and contiguous parcels at a proper distance from the portion allocated for EWS and existing village abadi and should have functional access of minimum 15 meters wide road from the main Sohna-Gurgaon Road.
8. That in case the Developer choose to obtain any other kind of license colony or any other CLU or Use permitted under law then in such a case also the Owner's allocation shall remain the same. In such a case the Owner's allocation shall be made as near as possible to the Said Land subject always to conditions set out in clause 7 above.
9. The Developer shall endeavour to allot in favour of the Owner exact allocation of the Owner, however, if due to various sizes of the developed plots in the scheme, the exact Owner's Allocation cannot be allotted, in that event the Owner shall pay market price for the area allotted in excess of its allocation. In the event of the Owner's Allocation being allotted being less than the area to be allotted to the Owner, it shall be entitled to refund at the market rate, and thereafter the Owner shall not have any claim left for the deficit area.
10. The Developer shall endeavor to obtain license within the earliest possible time and allotment shall be done within 18 (Eighteen) months of grant of license. In case of Phase wise development of the colony, the allotment of the Owner's Allocation shall be made in 1st phase irrespective of grant of license of said Land.
11. That except the payment of EDC/IDC payable for the Owner's Allocation, all other expenses shall be payable and borne by the Developer. The



Developer shall be entitled to recover the EDC/IDC paid by it to the concerned authority/department against Owner's Allocation.

12. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the development on the said Land in accordance with the applicable Zonal/Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the plans as may be required or considered by the Developer described as necessary.
13. That on the requisite License being granted to the Owner and allotment of Owner's Allocation to the Owner, it shall apply to the concerned authorities for grant of No Objection Certificate/Permission to transfer the title of the said Land in favour of the Developer and/or its nominees along with the requisite Licenses.
14. That the expenses for the registration and execution of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer and the expenses for the registration and execution of the sale deed with respect to the said developed plotted area (Owner's Allocation) in favour of the Owner shall be borne by it.
15. That the entire amount required for carrying out development, infrastructure work including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands shall be wholly to the account of the Developer, the Owner shall not be responsible for any dues, fees, charges and / or demands in this respect.
16. That all the rates, cesses, taxes and demands due and payable to Revenue or any other authority, upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer till the completion of development. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective ownership in the developed property as mentioned herein under.
17. That, if required, the Owner shall execute Special Power of Attorneys (SPA) in favour of the Developer or its nominee so as to vest the Developer with the powers and authorities to do all such acts, deeds and things on behalf of the Owner to give effect to the intentions of Parties and as more specifically detailed in the respective documents.



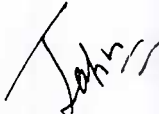


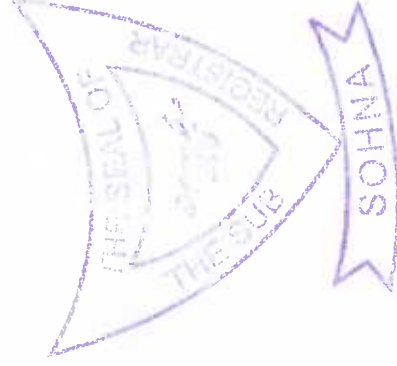
18. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of any building on the said Land.
19. That the Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate and transfer any part or portion of any area, in the aforesaid share allocated to the Developer, to any person at any time either before or after the development is complete and Developer shall be fully competent to enter into any Agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
20. That it is a condition of this Agreement that the work of development and or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him, if there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner.
21. That all costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
22. That the Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the developed area and / or proceeds thereof under this agreement.
23. That after the development of the colony, Sale Deeds or such other documents effecting the transfer of the Developer's share of the developed property, or any part thereof, shall be executed and duly registered in the name of the Developer or its nominee which may include the intending Buyer(s) as may be desired by the Developer for the Developer's share and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of its share in the property on the basis of General Power of Attorney executed and duly registered in its favour simultaneous to execution of this agreement. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.







24. That the Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
25. That all the original papers, title documents relating to the said Land in the name of the Owner shall be handed over to the Developer as and when required and demanded by the Developer.
26. That the Owner/s shall be bound to comply with all the terms and conditions of License and the terms and conditions of the DGTCP or any other authority. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
27. That the responsibility of performance of all the legal compliances including RERA for their respective share shall be of respective party as per applicable law.
28. That both the parties, at their sole discretion, shall be entitled/authorized to transfer/assign this collaboration agreement in favour of any other person/company or appoint nominee and the other party shall have no objection regarding the same.
29. The Courts at Gurgaon and the Punjab and Haryana High Court alone shall have the sole and exclusive jurisdiction in all matters arising out of, touching and/or concerning this agreement / the aforesaid said Land.
30. That the Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
31. That failure of the Developer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be waiver of any provisions of the right to enforce such provisions.
32. That this Agreement shall not create the relationship of the partnership between the Owner and Developer and subject to conditions mentioned hereinabove shall be irrevocable and no modification / alteration etc. in the terms and conditions of this agreement can be undertaken except after obtaining prior approval of DGTCP.






33. That the Developer shall be responsible for compliance of all the terms and conditions of license provision under Act of 1975 and rule 1976 till the grant of final completion certificate to the said colony or relieved of the responsibility by the Director General, Town & Country Planning, Haryana, whichever is earlier.

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

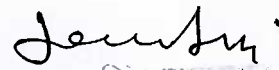
Vibhor Home Developers Pvt. Ltd.  (Through its Authorized Signatory) (Owner)	Lion Infradevelopers LLP.  (Through its Authorized Signatory) (Developer)
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WITNESSES:

1.


श्री चंद नन्दरदास
अलीपुर तहसील सोहना
जिला गुड़गाँव

2.


लक्ष्मण सिंह रावत
भौंडसी तह० सोहना
जिला गुड़गाँव

