

हरियाणा HARYANA

E 694049

COLLABORATION AGREEMENT / MEMORANDUM OF UNDERSTANDING

THIS COLLABORATION AGREEMENT / MEMORANDUM OF UNDERSTANDING is executed at Delhi on this 26th day of November 2015 But Registered at Haryana

BETWEEN

DEHRADUN NEW TOWN PROJECT PRIVATE LIMITED, having its registered office at K-13, Green Park Extension, New Delhi, acting through its Authorized Signatory Sh. Sunil Chandhoke s/o Sh. S. P. Chandhoke, duly authorized by the Board of Directors, herein after to be the "OWNER" (which expression unless repugnant or opposed to the context thereof shall mean and include its successors and assigns etc.) of the FIRST PART;

AND

AKASHGANGA TOWNSHIP PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at B-4/45, Safdarjung Enclave, New Delhi, acting through its Authorized Signatory, Sh. Chamangeet Monga s/o Sh. Subhash Monga, duly authorized by the Board of Directors, hereinafter referred to as the "DEVELOPER" (which expression unless repugnant or opposed to the context thereof shall mean and include its successors and assigns etc.) of the SECOND PART;

For Akash Ganga Town Ship Pvt Ltd

For Dehradun New Town Project Pvt Ltd
Sunil Chandhoke
Authorized Signatory

प्रलेख नः 3525

13/12/15 01-11-2015

डीड का नाम AGREEMENT

तहसील/सब-तहसील रतिया

राशि 0.00 रुपये

स्टाम्प न 19712

रजिस्ट्रेशन फीस की राशि 0.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

Signature: Janaband Singh

Stamp: Janaband Singh

Drafted By: जगल किशोर बसुजा वकील

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 01/12/2015 दिन मंगलवार समय 12:59:00 बजे श्री/श्रीमती/कुमारी देहरादून न्यू टाउन प्रोजेक्ट प्रा. लि. सुरी/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी रतिया द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Signature: Sunit Chandel

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी रतिया

श्री देहरादून न्यू टाउन प्रोजेक्ट प्रा. लि. बर्जरया सुनील चन्दके

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी आकाशगंगा टाउनशिप प्रा. लि. देहरादून न्यू टाउन प्रोजेक्ट प्रा. लि. द्वारा हस्तक्षर है। प्रस्तुत प्रलेख के संख्या 01/12/2015 का पंजीकरण किया। प्रलेख के अनुसार 0.00 रुपये की राशि प्रस्तुत करने में समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी बन्सी लाल नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी फरफू व श्री/श्रीमती/कुमारी प्रवीण कुमार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी पूर्वा सिंह निवासी धंगड त. व जिला फतेहगढ़ ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 01/12/2015

उप/सयुक्त पंजीयन अधिकारी रतिया

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

उप/सयुक्त पंजीयन अधिकारी रतिया

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WHEREAS the OWNER is in sole possession of land in the Revenue Estate of Village(s) & Tehsil Ratia, Distt. Fatehabad, Haryana, as per SCHEDULE OF LAND hereinafter referred to the "SAID LAND".

AND WHEREAS the OWNER contemplate to develop the Said Land by the way of a Plotted Residential Colony / Commerical / Group Housing Project thereon after obtaining the requisite license / permission to change of land use from the concerned authorities and getting the layout plans sanctioned approved from the Competent Authority.

AND WHEREAS the OWNER is not fully equipped to execute and complete the work of development of Plotted Residential Colony / Commercial / Group Housing Project and have requested the DEVELOPER who has assured the OWNER to arrange financial, technical resources including obtaining of all sanctions required for establishment of a Plotted Residential Colony / Commercial / Group Housing Project upon the said land.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said Plotted Residential Colony / Commercial / Group Housing Project on the Said Land on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS and is hereby agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this collaboration between the OWNER and the DEVELOPER is the said land fully described in the SCHEDULE OF LAND, situated at Village(s) & Tehsil Ratia, Distt. Fatehabad, Haryana, for utilizing the same for development of a Plotted Residential Colony / Commerical / Group Housing Project thereon.
2. That the DEVELOPER undertake to develop the said land at its own cost and expenses and with own resources by procuring / obtaining the requisite licenses, permissions, sanctions and approvals of all competent authorities. 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 no Irrevocably vest in the DEVELOPER all the authority of the OWNER as may be required in the discretion of the DEVELOPER for obtaining the requisite license, permissions, sanctions and approvals for development on the said land. All expenses involved in and for obtaining licenses, tax clearances permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.
3. That the layout plans for the said Plotted Residential Colony / Commerical / Group Housing Project shall be in accordance and in conformity with the Zonal plan and the Rules and Bye-laws of the Town & Country Planning Department, Haryana and / or such other Authority as may be prescribed therefore to the said land.

P. S. J. & Co. Pvt. Ltd.



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Sunil Chand
Attended Signatory

4. i. In continuation of collaboration agreement submitted earlier / entered into by individual landowners to the effect that the developer company i.e. M/s Akashganga Township Private Limited shall be responsible for compliance of all terms and conditions of license / provision of the Haryana Development and Regulation of Urban Areas Act, 1976 till granted of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.

ii. The said agreement shall also contain a clause to the effect that such agreement shall be irrevocable and no modification / alternation etc. in the terms and conditions of such agreement can be undertaken, expect after obtaining prior approval of the DGTCP, Haryana.

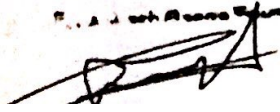
In continuing of this agreement we are here by submitting below mention.

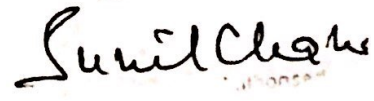
a. The developer company i.e. Akash Ganga Pvt Ltd. Shall be responsible for completion of all terms and conditions of license / provision of the Haryana Development and Regulation of Urban Areas Act, 1976 till granted of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.

b. The said agreement shall also contain a clause to the effect that such agreement shall be irrevocable and no modification / alternation etc. in the terms and conditions of such agreement can be undertaken, expect after obtaining prior approval of the DGTCP, Haryana.

5. That the DEVELOPER shall at the earliest possible time proceed to have the layout plan prepared for the proposed Plotted Residential Colony / Commerical / Group Housing Project and get them approved / sanctioned from the competent authority(s). For the purpose the DEVELOPER undertakes to engage and employ reputed Architect & Architects at its own cost, expense and responsibility. The DEVELOPER shall for and on behalf of and in the name of the OWNER apply to the Director, Town & Country Planning Department, Haryana and / or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for development on the said land in accordance with applicable Zonal plans subsequent execution of this Agreement. However, the DEVELOPER shall be entitled to make such variations in the design of plans as may be required or considered by the DEVELOPER desirable or necessary.

6. That the entire amount required for the cost of development of the said Plotted Residential Colony / Commerical / Group Housing Project including the charges and fees of the Architect (s) preparations of plans as also all other statutory fees and incidental charges including scrutiny fees, license fees, conversion charges, service charges, internal / external development charges, electricity and water security charges, etc.

M/s Akash Ganga Township Private Limited


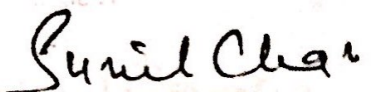


guarantee, any type of renewal charges payable now or in future to the Government and or any other authority for the provision of peripheral or concerned Authority, shall be wholly to the account of the DEVELOPER. The Project to be developed by the Developer shall be of standard specification and material employed and facilities provided shall be comparable to those used, employed or provided in any other Project in the vicinity.

7. That the Owner has delivered and handed over the actual, physical vacant possession of the entire said land to the Developer on signing of the MOU.

8. That the Owner undertakes to irrevocable constitute the nominees of the Developer, namely Sh. Rohit Kalra s/o Sh.S. C. Kalra r/o H. No. 589 sector 6 Panchkula. Haryana, to act jointly and / or severally as their attorneys by a separate document for sale of Developer's Allocation of area in the Project and for all purposes mentioned in the Power of Attorney approved by the parties hereto till the duration and full implementation of this MOU in all respects. However, the Developer undertake in its capacity as Developer in terms of this MOU and as irrevocable attorney for the Owner not to do or cause to be done any act, omission or ting which may in any manner contravene any Rules, Law or Regulations of which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, then the entire liability in that behalf shall be incurred and discharged by the Developer and further more the Developer undertake to keep the Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
9. That it is agreed between the parties that the possession of the said property once delivered / handed over to the Developer for the purpose of the above mentioned Project shall not be disturbed and they shall not be dispossessed till the completion or development of Plotted Residential Colony / Commerical / Group Housing Project.
10. That this MOU vests a right in the DEVELOPER to develop the said land into the Project in accordance with the terms of this MOU and to own as property belonging to the DEVELOPER or dispose of the whole of its share of the said Project as provided herein and it has been mutually agreed that out of the Developed Residential plotted area only the OWNERS shall be allocated, by the DEVELOPER, their share in the Project at the mutually agreed by and between the parties hereto at the time of sale of the developed

For A.J. with ...



area and the DEVELOPER shall be entitled to the entire remaining area of the Project, as its share of Allocation in the Project.

11. That the consideration to be given by the DEVELOPER to the OWNER in respect of the rights which are to be of the DEVELOPER (as provided in this MOU) shall be in terms of the preceding clause.
12. Since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license for the proposed Project, it is the condition of this MOU that after obtaining the license and the required permissions from the concerned authorities for the Project, the OWNER / or his nominees or his legal heirs will not cancel or back out and or withdraw from this MOU under any circumstances. In such eventuality, the DEVELOPER, besides its other rights will be entitled to get this MOU enforced through court and during the pendency of the suit the OWNER shall not enter into any agreement with respect to the said land with any third party.
13. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demand.
14. That rates, cesses and taxes due and payable in respect of the said land upto the date of obtaining of the license shall be exclusive liability of the OWNER and thereafter the liability in this behalf shall be of the Developer.
15. That the OWNER covenants with the DEVELOPER that the Owner shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and / or such other Authority concerned with the matter and further that the OWNER shall also within a week of receipt of any request from the DEVELOPER, sign and execute such other documents, applications, affidavits, undertakings as may be necessary for approval, development, and completion of the Project and for giving effect to the terms of this MOU. However no documents shall be signed and executed by the OWNER which will adversely affect his Ownership rights in the said land.
16. That the OWENR has irrevocable constituted the nominees of the Developer, namely Sh. Rohit Kalra s/o Sh.S. C. Kalra r/o H. No. 589 sector 6 Panchkula. Haryana,, as their attorney, to act jointly or severally, by a separate document for submitting applications to the various authorities, requisitions, licenses permissions, approvals, sanctlons, NOC from Income Tax, allotment of building materials, allotment of other materials and all other matters require statutorily to be done and performed in connection with the approvals, development and completion of the said Project and for sale of Developer's Allocation in the Project and for the purposes mentioned in the Power of Attorney granted by the owner till the duration and full implementation of MOU in all respects. However, the DEVELOPER undertakes in its capacity as a DEVELOPER in terms of this Memorandum of Understanding and as Irrevocably attorney for the OWER not to do or

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P. S. A. ...

cause to be done any act, omission or thing which may in any manner contravene any Rule, Law or Regulations or which may amount of any terms hereto or breach of any other provisions of law and will keep the owner harmless and indemnified against all claims.

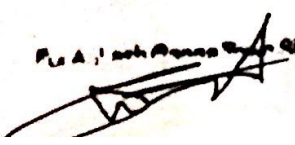
17. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers, employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc., and / or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER.

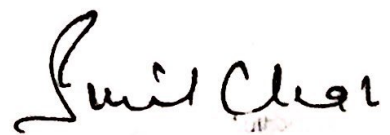
18. That the DEVELOPER shall be entitled to the refund of all fees, security deposits, and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the said Project. The OWNER undertakes that within two days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the DEVELOPER.

19. That the OWNER has declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy unauthorized occupation, claims and litigations whatsoever, OWNER shall keep the said property free from all encumbrances and the OWNER undertakes not to create any third party interest in the said land which is the subject matter of this MOU till the duration and full implementation of the MOU in all respects and the DEVELOPER has entered into this MOU relying / acting upon these declarations and representations / undertaking of the OWNER.

20. That if there be any claim, demand, tax litigation of any nature whatsoever against the OWNER, then it is a condition of this MOU that the work of development of the said Project and / or any other matter incidental to this MOU shall not at any time or during development or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner.

21. That upon asking of the Developer the Owner undertakes to execute all documents or assurances that may be necessary to be given for the Project at the cost and expenses of the said Developer / Nominee.

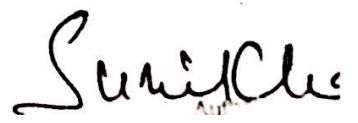
P. L. A. ... Ltd




22. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development, marketing and sale of the Developer's allocation of areas.
23. That on execution of this MOU the DEVELOPER shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and / or such other Authorities as may be concerned in the matter for releasing of land and granting of requisite licenses, permissions, sanctions and approvals for development.
24. That this MOU is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
25. That the parties hereto have agreed and undertaken to perform their part of MOU with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and thing whatsoever as may be necessary for implementing or giving effects to the terms of this MOU.
26. That the OWNER shall not assign, transfer, charge or encumber his / their / its rights and benefits under this MOU to any person in any manner without the prior written approval of the DEVELOPER.
27. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this MOU shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
28. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to force each provision.
29. That if any provision of this MOU 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 MOU and to the extent necessary to conform to applicable law and remaining provisions of this MOU shall remain valid and enforceable in accordance with their terms.
30. This Memorandum of Understanding has been executed for taking license from the Govt. for development of a Project as mentioned above. The parties hereto shall abide by the conditions as per terms of this memorandum of Understanding agreed by and between them.
31. That the Owner will sign all the documents for the transfer of license in favour of the Developer as & when required by the Developer.

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File A. 1 with Planning Department, Gurgaon, Haryana



पेशकर्ता



दावेदार



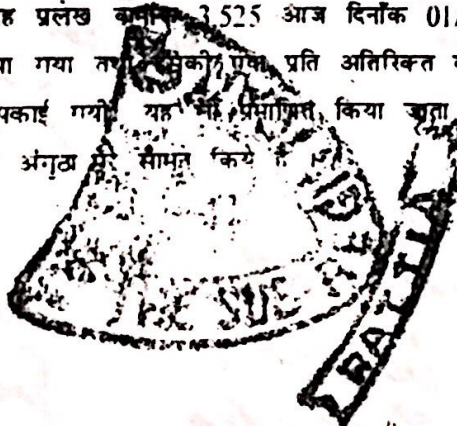
गवाह

पेशकर्ता	दहगढ़ न्यू टाउन प्रोजेक्ट प्रा. लि. ब		
दावेदार	आकाशगंगा टाउनशिप प्रा. लि. बर्गा.		
गवाह	बन्सी लाल नम्बरदार		
पंजीकर्ता	प्रवीण कुमार		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख बर्गा नं: 3525 आज दिनांक 01/12/2015 को बही नं: 1 जिल्द नं: 154 के पृष्ठ नं: 42 पर पंजीकृत किया गया तथा बर्गा नं: 17 की प्रति अतिरिक्त बही सख्या 1 जिल्द नं: 12714 के पृष्ठ सख्या 17 से 24 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठों से सामंजस्य किया है।

दिनांक 01/12/2015



उप/सयुक्त पंजीयन अधिकारी
रतिया

32. That if DEVELOPER shall mortgage the property of OWNER .In favour of Bank/Financial Institution, OWNER has no objection for the same.

SCHEDULE OF LAND REFERRED TO ABOVE

Village	Kewat / Khata No.	Rect. No.	Killa No.	Area (K-M)
Ratia	1179	357	7	8-0
			8	8-0
			13	6-2
			14	6-4
			6/2	2-11
	1532 or 1644	343	22/1	4-0
			22/2/1/1	1-7
			22/2/2	3-12

TOTAL 39 KANAL 16 MARLA = 4.975 ACRE

Signature of



Signature

For And with Power To Sign Dkt Ltd

[Handwritten signature]

[Handwritten signature]
Authorised

Witnesses

1- Khazan Chand
Lambadar of
Ratia

[Handwritten signature]

Witness

No. 1 Bann Lal
Lambadar
of Bhatnagar

Drafted by:
J.K. Jasuja
Advocate
RATIA (Fatehabad)

2- Manu Kumar
Gosh. Lal
M.W. no 8 Ratia

2- Sarveen Kumar
Gosh. Lal
M.O. V.P.O. - Dhargan
Distt. Fatehabad.