

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 02/08/2019

Certificate No. G0B2019H284
GRN No. 55402088



Stamp Duty Paid : ₹ 2400000
(Rs. Only)

Penalty : ₹ 0

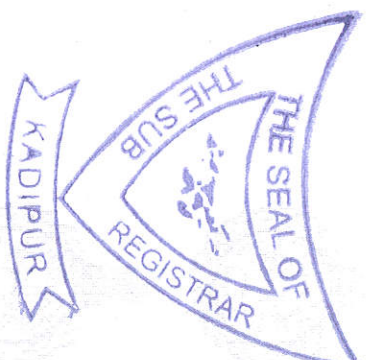
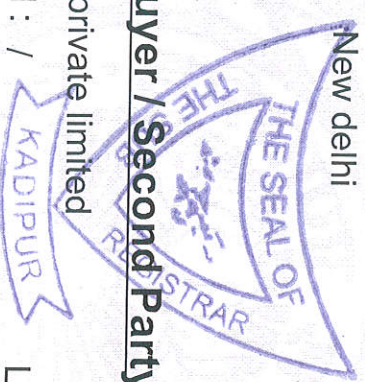
(Rs. Zero Only)

Seller / First Party Detail

Name: Mra Infrastructure Development llp
H.No/Floor : M18 Sector/Ward : / LandMark : Greater kailash 2
City/Village : New delhi District : New delhi State : Delhi
Phone: 0

Buyer / Second Party Detail

Name : Nani Resorts and Floriculture private limited
H.No/Floor : M18 Sector/Ward : / LandMark : Greater kailash 2
City/Village: New delhi District : New delhi State : Delhi
Phone : 0



MRA INFRASTRUCTURE DEVELOPMENT LLP

For NANI RESORTS AND FLORICULTURE PVT. LTU.

Purpose : COLLABORATION AGREEMENT

Authorised Signatory

Authorised Signatory

20/8/2019

पत्र सं. 5191

दिनांक: 02-08-2019

<p>डीड का नाम COLLABORATION AGREEMENT</p> <p>तहसील/सब-तहसील कादीपुर</p> <p>गाव/शहर धर्मपुर</p>		<p>डीड संबंधी विवरण</p>	
<p>राशि 12000000 रुपये</p> <p>रजिस्ट्रेशन फीस की राशि 50000</p> <p>रजिस्ट्रेशन शुल्क 0 रुपये</p> <p>Service Charge: 0.</p>	<p>राशि 2400000 रुपये</p> <p>रजिस्ट्रेशन की राशि 2400000 रुपये</p> <p>Echallan: 55404639</p>	<p>राशि 2400000 रुपये</p> <p>रजिस्ट्रेशन की राशि 2400000 रुपये</p> <p>रजिस्ट्रेशन शुल्क 0 रुपये</p>	<p>धन संबंधी विवरण</p>

यह पत्र आज दिनांक 02-08-2019 दिन शुक्रवार समय 3:48:00 PM बजे श्री/श्रीमती/कुमारी
 MRA INFRASTRUCTURE DEVELOPMENT LLP, RAHUL MITALOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत
 किया गया।



उप/सयुक्त पंजीयन अधिकारी (कादीपुर)
 Naib Tehsildar
 Kadipur (Gurugram)

रजिस्ट्रार प्रस्तुतकर्ता

MRA INFRASTRUCTURE DEVELOPMENT LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M S NANI RESORTS AND FLORICULTURE PVT LTD thru THRU MUKESH

KUMAROTHER द्वारा है। पत्र प्रेषण के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों को पर्याप्त श्री/श्रीमती/कुमारी SHIV KUMAR पिता --- निवासी ADV

GGM व श्री/श्रीमती/कुमारी GYAN CHAND पिता ---

निवासी ADV GGM व की।

पक्षी वं: 1 को हम नजदर/अधिका के रूप में जानते हैं तथा वह पक्षी वं: 2 को पर्याप्त करता है।

उप/सयुक्त पंजीयन अधिकारी (कादीपुर)
 Naib Tehsildar
 Kadipur (Gurugram)

That this Collaboration Agreement is being made and executed at Gurugram, Haryana on this 2nd

day of August, 2019.

BETWEEN

MRA Infrastructure Development LLP, a limited liability partnership duly incorporated under the Limited liability Partnership Act, 2008 and having its registered office at M-18, Greater Kailash-II, New delhi-110048, acting through its partner **Rahul Mittal** duly authorized vide board resolution dated 25th July 2019 (hereinafter, referred to as "**the Land Owner or Owner**"), Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their it be repugnant to the context or meaning thereof, be permitted assigns and shall comprise as the party of One Part.

AND

M/S. Nani Resorts & Floriculture Private Ltd, a Developer, a Company duly incorporated under the Companies Act, 1956 and having its registered office at M-18, Greater Kailash-II, New Delhi 110048, acting through its Director Mr. Mukesh Kumar, duly authorized vide board resolution dated 10th July 2019 (hereinafter referred to as the "**Developer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, representatives, administrators and permitted assigns) of the SECOND PART.

That for the purposes of the present Collaboration Agreement, I the present collaboration agreement shall be referred to as the "agreement" and the party of the First Part and the second party may be hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS, the Land Owner have represented that he is absolute owner and in possession of a Land, hereinafter referred to as "**the said Land**", admeasuring 40 Kanal 0 Marlas, (5.0 acres approx.) comprising in Rect no. 1, Killa No. 16/1(0-16), 25/2(0-15), rect no. 2, killa No. 11/2 min (1-10), 12(3-8), 18/2/2(2-2), 19/2(8-5), 20(8-0), 21/1(7-11), 22/1(7-4), 27(0-3), 28(0-6) Kitta 11 situated in the revenue estate of Village Dharampur, Sector 108, GURUGRAM, more specifically described in the "**Schedule of Land**" **AND WHEREAS** the Land Owner have represented that he have absolute right, title and interest over the said land vide Sale Deed dated: 26.07.2019. That it is good, clear & legally marketable properly owned and possessed by him having full right to transfer sale or deal with the same in any whatsoever unrestricted manner. And the said land is free from all claim(s), charges(s), lien(s), adjustment(s), liabilities(s), acquisition(s), encroachment(s), encumbrance(s) or litigation(s).

MRA INFRASTRUCTURE DEVELOPMENT LLP
Authorised Signatory

Authorised Signatory

For **NANI RESORTS AND FLORICULTURE PVT. LTD.**

COLLABORATION AGREEMENT

Reg. No.

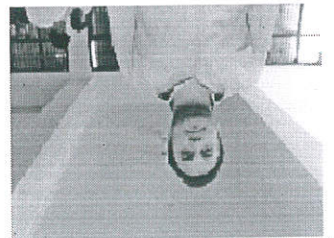
5191

Reg. Year

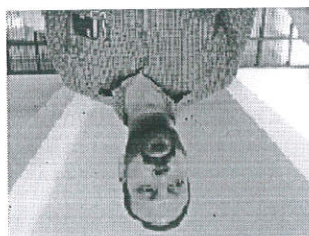
2019-2020

Book No.

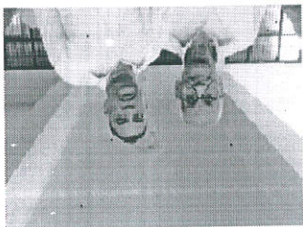
1



धरकती



दादर



गवारे

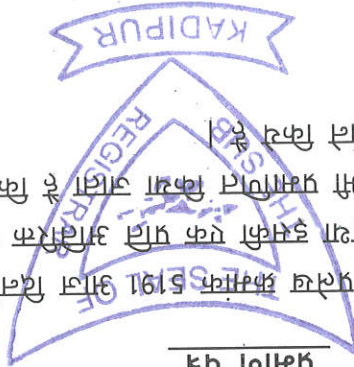
धरकती :- thru RAHUL MITTAL OTHER MRA INFRASTRUCTURE DEVELOPMENT LLP

दादर :- thru THRU MUKESH KUMAR OTHER M S NANI RESORTS AND FLORICULTURE PVT LTD

गवारे 1 :- SHIV KUMAR

गवारे 2 :- GYAN CHAND

पंजीयन



पंजीयन किया जाता है कि यह प्रत्येक क्रमांक 5191 आज दिनांक 02-08-2019 को बही नं 1 लिस्ट नं 209 के पृष्ठ नं 139.75 पर किया गया तथा इसकी एक प्रति अधिलेख बही संख्या 1 लिस्ट नं 603 के पृष्ठ संख्या 46 से 50 पर लिपकाई गयी। यह भी पंजीयन किया जाता है कि इस दस्तावेज के परस्परकर्ता और गवारी नं अपने दस्तावेज/लिशान अर्थात भंडे साबत किया है।

उप/संयुक्त पंजीयन अधिकारी (कदीपुर)

Naib Tehsildar
Kadipur (Gurugram)

दिनांक 02-08-2019

उप/संयुक्त पंजीयन अधिकारी

And whereas the owner have represented to the developer that the said land of the owner lies in Sector 108 of GMUC – 2031 and that it can procure a license to develop an affordable group housing colony on the said land.

And whereas the Developer has represented that it is engaged in the development and construction of various type of buildings, residential colonies, group housing and are well reputed and experienced in the line of business. The Developer and the owner have now decided to use and utilize the said land for development and construction of the proposed affordable group housing society on the basis of representations made inter-se.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED ON THE TERMS AND CONDITIONS AS STIPULATED BELOW BETWEEN THE PARTIES

➤ Land admeasuring 5.0 Acres approx. as described in the Land Schedule, annexed herewith Annexure A, of the present agreement, shall form the essence of the present agreement.

➤ That the land owner represents that he is absolute Owner of the said Land and that the Land Owner is entitled to enter into this collaboration agreement with the Developer for the Purpose of Development of affordable group housing Project.

CONSIDERATION AND COMMERCIAL UNDERSTANDING

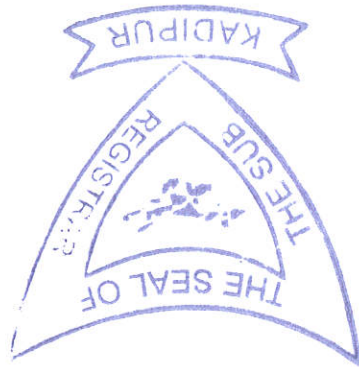
➤ The conclusive commercial consideration between the Land Owner and the Developer shall be Rupees One Crores at the time of entering into this agreement.

➤ The land owner hereby agrees to sell the said land alongwith its license to develop the affordable group housing colony on the said land for an amount equivalent to 35% of the total revenues received by the sales of the project being developed on the said land. The land owner shall be entitled to 35% of the total revenue generated through sales of the entire inventory being developed in the project including any commercial or residential inventory. The Developer shall try to expedite the land owners payments before taking out money for themselves and the developer shall try to make maximum due payments of the land owner within 3 months of this agreement and balance dues as soon as possible.

For NANI RESORTS AND FLORICTURE PVT. LTD.
Authorised Signatory

MRA INFRASTRUCTURE DEVELOPMENT LLP
Authorised Signatory

THE GOVERNMENT OF KADIPUR
OFFICE OF THE SUB-REGISTRAR



OBTAINMENT OF LICENSE

That the Land Owner shall obtain the License to develop the affordable group housing colony on the said land but the developer shall provide any requisite documents including but not limiting to technical support/ financial support letters for obtaining the same. Any expense towards obtaining the license fees shall be done by the land owner. All charges including but not limiting to EDC/IDC/ IAC charges post the same shall be the responsibility of the developer. It shall be responsibility of the developer to submit any bank guarantee as may be required towards the said license on the said land.

The developer shall submit necessary building plans for sanctioning as per the policy within 30 days from the date of issue of the license in the name of the developer in collaboration with the land owner. The Developer shall follow all rules and procedures for developing and completing the said project and shall complete the construction of the said project as per the policy of govt. of Haryana.

All expenses, permissions or other necessary sanctions from the concerned authorities shall be incurred by the developer after the receipt of the license. The developer shall proceed to have suitable design, model and/or plans prepared for the proposed affordable group housing for which he will employ or engage reputable architect or architects.

After the receipt of the license, the developer shall for and or behalf of and in the names of the Owners apply to the Director, Town & Country Planning Haryana, And /or such other Authorities as may be concerned in the matter for obtaining the requisite permissions, sanctions and approvals for the affordable group housing society/ Multi-Storeyed Residential Complex in accordance with the applicable zonal plans.

POSSESSION OF THE SAID LAND

That the possession of the said land shall be deemed to have been transferred to the developer by the land owner simultaneously to the signing of this agreement for the purpose of obtaining of License. The developer shall be entitled to enter upon, survey, inspect, the said land to do all things required and necessary for the purpose of obtaining of construction and sales

For NANI RESORTS AND FLORICULTURE PVT. LTD.
Authorised Signatory

MRA INFRASTRUCTURE DEVELOPMENT LLP
Authorised Signatory



AUTHORIZATIONS

- The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land for completing the construction of the project and doing the sales of the project and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on its behalf with Director, Town & Country Planning, Haryana, and all other competent authorities as is required by the developer for the completion of the said affordable group housing colony.

- The Land Owner shall execute a Special Power of Attorney(s) in favor of the Developer/its nominee(s), simultaneously to the execution of the present agreement which shall provide the said attorney holder authority and power to make all the applications & request to and on behalf of the Land Owner before all Statutory, governmental, Local and municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. of any and all nature regarding the said land and for the purpose of development of the project.

LAND FREE OF CHARGES & LINES

- The Land owner represent and assure the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the said Land and it is free from all claims, charges, liens, adjustments, liabilities, litigations, acquisitions, awards, prior mortgages or encumbrances of any kind whatsoever.

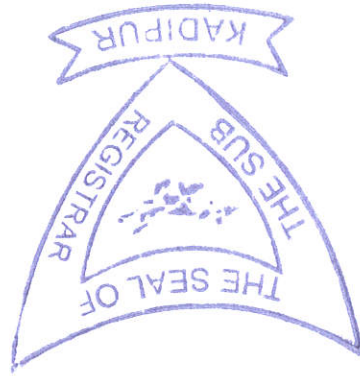
- That all charges, such as land revenue, taxes, cesses, etc. with respect to ownership of the said land and all other dues, such as electricity charges, water charges, etc. have been paid up to the date of this Agreement and there are no pending dues.

- The Land Owner agree that he shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the present agreement provided the charges pertain to the period prior to the date of the present agreement.

MRA INFRASTRUCTURE DEVELOPMENT LLP
Authorised Signatory

For NANI RESORTS AND FLORICULTURE PVT. LTD.
Authorised Signatory

THE REGISTRAR OF COMPANIES



DEVELOPER'S RIGHT

- The Developer shall have the exclusive right, including but not limited to, develop, construct & market the residential Group Housing, commercial project or any other project on the said land after signing of the present agreement. The land Owners, as may be required, shall co-operate for & receiving all the required permissions, conversions, Licenses, Sanctions, Clearances, etc. from the competent authorities which may be necessary for the initiation, development, construction and completion of the proposed affordable group housing project.

- The Land Owner shall only be liable to pay the license fees and shall not be liable to incur any further cost, investments or expenses for obtaining any permissions and/or licenses & sanctions or any construction thereupon the said Land. The Developer shall commence and complete the construction of the said affordable group housing society by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct the said Affordable Group Housing.

- The layout, design and specifications for the development/construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer but only as per the building plan sanctioned by the competent authority and the Land Owner not have any objection and/or interfere in the same in any manner whatsoever.

RIGHT TO SELL/MARKETING

- The Developer shall at its own costs draft all the documentation(s), leaflets, brochures, advertisements, etc, for the sale of units in Project or the said land or any part thereof including the share of the land owner.

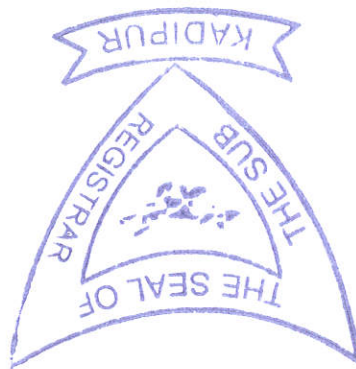
- The developer at its sole discretion is free to market, sell, promote, etc. and receive any amount of money as may be desired by him from any third party under the present agreement and the land owner have no claim/objection regarding the same.

MRA INFRASTRUCTURE DEVELOPMENT LLP

Authorised Signatory

FOR NANI RESORTS AND FLORICULTURE PVT. LTD.

Authorised Signatory



FORCE MAJEURE CONDITIONS

If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond the reasonable control of the developer, the causes being (i) acts of God (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling any of its obligations under the present agreement, during the subsistence of the force majeure conditions.

UNDERTAKING OF THE LAND OWNER

The Land Owner have assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/compiled with and Land Owner further agrees and undertakes:

- i. To execute Special Power of Attorney in favor of the Developer or any of its nominees, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.

- ii. To accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign/execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the money/bank guarantees given to the Government of Haryana/ competent authorities in the name of the developer.

- iii. That during the subsistence of this Agreement, the owner shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt or create any third party rights or interests on the said land in any manner, whatsoever.

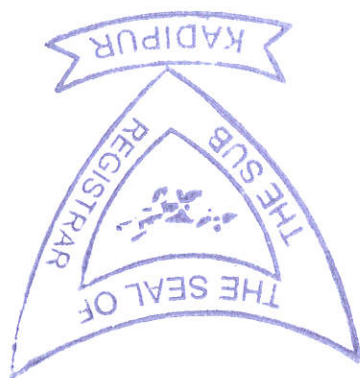
- iv. That they shall not surrender, cancel, revoke, withdraw application, extinguish or lapse the license(s) granted under any circumstances whatsoever.

MRA INFRASTRUCTURE DEVELOPMENT LLP

Authorised Signatory

Authorised Signatory

FOR NANI RESORTS AND FLOICULTURE PVT. L



INDEMNIFICATIONS

The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and /or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following:

- i. Any of the representations, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading;
- ii. Any defect in the title of the said land.
- iii. Possession of the said Land and getting disturbed by the Land Owners themselves or by anybody claiming under them or by any third party.

RESPONSIBILITIES

The Developer shall be responsible for compliance of all terms & conditions of license / provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.

IRREVOCABILITY

This Agreement shall be irrevocable and no modification / alteration, etc. in the terms & conditions of the said Agreement (including the Supplementary Agreement) can be undertaken, except after obtaining prior approval of the DTCP, Haryana."

DISPUTE RESOLUTIONS

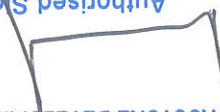
That in case of any dispute or difference, the parties shall try to settle the same amicable, failing which the member shall be referred to Civil Courts, GURUGRAM.

TERMINATION

The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of a Special Power of Attorney, and making representations to make the Developer undertake construction works and in view of the above irrevocable steps and representations, the Developer has been agreed & made to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that under no circumstances shall they be discharged from performing and completing their obligations under

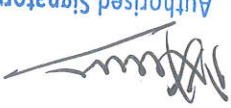
this Agreement. **MRA INFRASTRUCTURE DEVELOPMENT LLP**

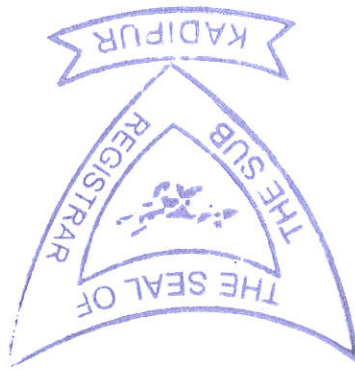
Authorised Signatory



For NANI RESORTS AND FLOREICULTURE PVT. LTD.

Authorised Signatory





THE REGISTRAR, KADIPUR

That the party hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.

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

(OWNER)

M/S MBA Infrastructure Development LLP

Authorised Signatory

Rahul Mittal

(AUTHORISED SIGNATORY)

Witnessed By

SHIV KUMAR SINGH
Advocate
Distt Courts, Gurugram

WITNESSES:

Address: _____

Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

1.

2.

Address: _____

GYAN CHAND JOLANIA
Advocate
DISTT. COURTS GURUGRAM

GYAN CHAND JOLANIA
Advocate
DISTT. COURTS GURUGRAM

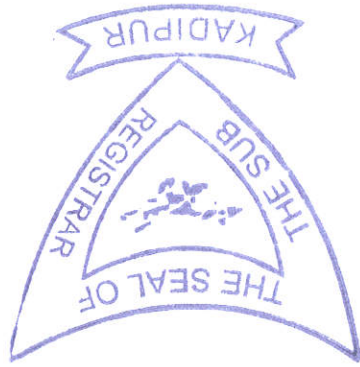
(DEVELOPER)

M/s Nani Resorts & Floriculture Pvt. Ltd.
For NANI RESORTS AND FLORICULTURE PVT. LTD.

Authorised Signatory

Mukesh Kumar


(AUTHORISED SIGNATORY)





* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

Authorised Signatory

 FOR NANI RESORTS AND FLORICULTURE PVT. LTD.

Authorised Signatory

 MRA INFRASTRUCTURE DEVELOPMENT LLP

DDO Code: 0369	E - CHALLAN		AG/ Dept Copy
Valid Upto: 05-08-2019 (Cash)	30-07-2019 (Chq/DD)		
GRN No.: 0055404639	Date: 29 Jul 2019 16:34:42	Office Name: 0369-NIAB TEHSILDAR KADIPUR	Treasury: Gurgaon
Period: (2019-20) One Time	Head of Account		
Amount ₹	0030-03-104-97-51 Pasting Fees	5	
	0030-03-104-99-51 Fees for Registration	50000	
PD AcNo	0		
Deduction Amount: ₹	0	Total/Net Amount: ₹	50005
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/Taxid:-	PAN No:		
Tenderer's Name: Nani Resorts and Floriculture	Address: Private Ltd Address New Delhi -		
Particulars: Fees	Depositor's Signature		
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No: 00015090577229072019	Payment Date: 29/07/2019	Bank: SBI Aggregator	Status: Success

DDO Code: 0369	E - CHALLAN		Candidate Copy
Valid Upto: 05-08-2019 (Cash)	30-07-2019 (Chq/DD)		
GRN No.: 0055404639	Date: 29 Jul 2019 16:34:42	Office Name: 0369-NIAB TEHSILDAR KADIPUR	Treasury: Gurgaon
Period: (2019-20) One Time	Head of Account		
Amount ₹	0030-03-104-97-51 Pasting Fees	5	
	0030-03-104-99-51 Fees for Registration	50000	
PD AcNo	0		
Deduction Amount: ₹	0	Total/Net Amount: ₹	50005
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/Taxid:-	PAN No:		
Tenderer's Name: Nani Resorts and Floriculture	Address: Private Ltd Address New Delhi -		
Particulars: Fees	Depositor's Signature		
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No: 00015090577229072019	Payment Date: 29/07/2019	Bank: SBI Aggregator	Status: Success

