

VILLAGE KAILASH, DISTRICT KARNAL, HARYANA,

COLLABORATION AGREEMENT/MEMORANDUM OF UNDERSTANDING

THIS COLLABORATION/MEMORANDUM CF UNDERSTANDING is executed at Karnal on this 24th, day of June, 2016;

BETWEEN

M/S. FANTABULOUS TOWN DEVELOPERS PRIVATE LIMITED, a company ir corporated under the Companies Act, 1956, having its office at, Plot No. 285, Phase-II, Industrial Area, Panchkula-134109, acting through its Authorised Signatory, Shri Vikas Pathania, duly authorised by the Board of Directors, vide resolution dated 07.06.2016 hereinafter called the "OWNER"

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AND

M/S. MAA VAISHNO NET-TECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 10, Shaheed Bhagat Marg, New Delhi-110001, acting through its Authorised Signatory Shri Sanjeev Setia, duly authorised by the Board of Directors, vide resolution dated 07.00.2016 hereinafter referred to 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;

WHEREAS the OWNER is in sole possession of land in the Revenue Estate of Village Kailash, Tehsil & Listrict Karnal, Haryana, as per SCHEDULE OF LAND, hereinafter referred to the "SAID LAND".

AND WHEREAS the OWNER contemplate to develop the Said Land by way of a Plotted Residential Colony/Commercial/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 WITEREAS 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 Kailash, Tehsil & District Karnal, Haryana, for utilizing the same for development of a Plotted Residential Colony/ Commercial/ Group Housing Project thereon.
- 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 to 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

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Drafted By: हरिन्द्र सिंह वकील

Service Charge: 200.00 रुपये

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- 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 this MOU.
- 8, That the Owner undertakes to irrevocably constitute the nominees of the Developer, namely, Shri Prince Chhabra S/o Shri Lal Chand Chhabra R/o Flat No-1315, Sector-48-B, Chandigarh, Shri Shiv Kumar Rohila S/o Late Shri Jaswant Singh, C/o C/o 1574, First Floor, Sector 18D, Chandigarh, Shri Ved Prakash S/o Shri Asha Nand R/o A-91, West Patel Nagar, New Delhi, and or Shri Subodh Saxena S/o Shri A. M. Saxena R/o Flat No. 83, Shanti Apartments, Sector-A5, PKT-13, Narela, Delhi-110040, 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 thing which may in any manner contravene any Rules, Law or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of nonperformance 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 nonobservance 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/Commercial/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 face of 3630 Sq. yds. Per acre or as mutually agreed by and between the parties hereto at the time of sale of the developed 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 form the concerned authorities for the Project, the OWNER / or his nominees or his legal

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प्रमाणित किया जाता है कि यह प्रलेख कमांक 2,035 आज दिनाँक 24/06/2016 को बही नः 1 जिल्द नः 554 के पृष्ठ नः 127 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 12,612 के पृष्ठ सख्या 41 से 48 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। arter and the second second

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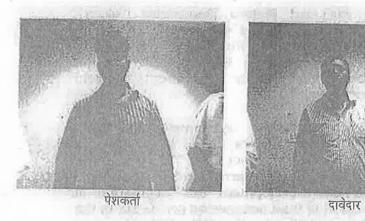
clearances permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.

- 3. That the layout plans for the said Plotted Residential Colony/Commercial/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 pertaining to the said land.
- i. in continuation of collaboration agreement submitted earlier/entered into by individual landowners to the effect that the developer company i.e. M/s. Maa Vaishno Net Tech Private Limited shall be responsible for compliance of all terms and conditions of licence/provision of the Haryana Development and Regulation of Urban Areas Act, 1976 till granted of final completion certificate to the colony of relieved of the responsibility by the DG, TCP, 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.
- That the DEVELOPER shall at the earliest possible time proceed to 5. have the layout plan prepared for the proposed Plotted Residential Colony/Commercial/Group Housing Project and get them approved / sanctioned from the competent authority(s). For this purpose the DEVELOPER undertakes to engage and employ reputed Architect or 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 and Country Planning Department, Haryana and / or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permission, sanctions and approvals for development on the said land in accordance with applicable Zonal plans subsequent to 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.
- That the entire amount required for the cost of development of the said Plotted Residential Colony/Commercial/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, bank 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 external services to the said land / Project, as may be prescribed by the 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.

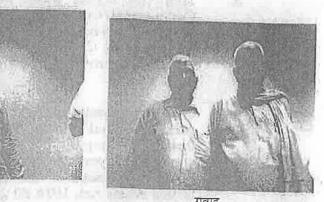
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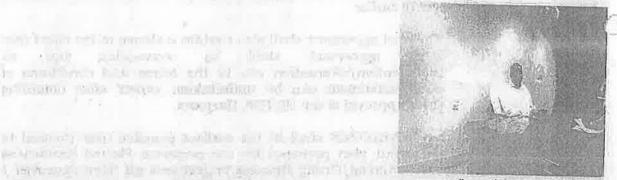


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heirs will not cancel or back out and or withdraw from this MOU under any circumstances. In such eventuality, the DEVELOPER besides its other rights will be entitled to get this MOU enforced through court and during the pendency of the suit the OWNER 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 all 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 OWNER has irrevocably constituted the nominees of the Developer, namely, Shri Prince Chhabra S/o Shri Lal Chand Chhabra R/o Flat No-1315, Sector-48-B, Chandigarh, Shri Shiv Kumar Rohila S/o Late Shri Jaswant Singh, C/o C/o 1574, First Floor, Sector 18D, Chandigarh, Shri Ved Prakash S/o Shri Asha Nand R/o A-91, West Patel Nagar, New Delhi, and or Shri Subodh Saxena S/o Shri A. M. Saxena R/o Flat No. 83, Shanti Apartments, Sector-A5, PKT-13, Narela, Delhi-110040, as their attorney, to act jointly or severally, by a separate document for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions, 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 OWNER not to do r cause to be done any act, omission or thing which may in any manner contravene any Rule, Law or Regulations or which may mount of any terms hereto or breach of any other provisions of law and will keep the owner harmless and indemnified against all claims.

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

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- 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 M.O.U 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 of assurances that may be necessary to be given for the Project at the cost and expenses of the said Developer / Nominee.
- 22. That the CWNER 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 M.O.U 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.

That this M.O.U. 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.



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- 25. That the parties hereto have agreed and undertaken to perform their part of M.O.U 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 things whatsoever as maybe necessary for implementing or giving effects to the terms of this M.O.U.
- 26. That the OWNER shall not assign, transfer, charge or encumber his/their/its rights and benefits under this M.O.U. 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 M.O.U. 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 M.O.U 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 M.O.U. and to the extent necessary to conform to applicable law and remaining provisions of this M.O.U 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.

SCHEDULE OF LAND REFERRED TO ABOVE

Village	Khewat/Khatauni No.	Rect No.	Kila No.	Area	Share
Kailash	47/97	42	15 Min North 16 Min NE 16 Min NW 17 Min NW 18 Min SE 19/1 Min East 23 Min NE 24 Min NW	7-19 1-2 0-6 6-17 6-17 0-2 2-8 2-0	1/3 Share

Total **27** Kanal **11** Marla OR **3.44** Acers 1/3 share i.e. **09** Kanal **04** Marla OR **1.15** Acres



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IN FAITH AND TESTIMONY, the parties have set their hands to this MOU on the date, month, year and place as first mentioned above, in the presence of the following witnesses.

for M/S. FANTABULOUS TOWN DEVELOPERS PRIVATE LIMITED

AUTHORISED SIGNATORY (OWNER)

for M/S. MAA VAISHNO NET TECH PRIVATE LIMITED

AUTHORISED SIGNATORY

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Distt. Courts, KARNIA

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