

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 19/07/2018

Certificate No. GOS2018G1526



Stamp Duty Paid : ₹ 2870000

GRN No. 37295741



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name Mukul Yadav

H No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Badshahpur

District : Gurgaon

State : Haryana

Phone : 00

Others : Tek ram, ram niwas, lalit kumar, laksh yadav, dayanand and deepak



Buyer / Second Party Detail

Name : Tulip Infratech Pvtld

H No/Floor : 1201

Sector/Ward : 12

LandMark : Barakhamba road

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 9599500498

Purpose : COLLABORATION AGREEMENT



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

COLLABORATION AGREEMENT

BADSHAHPUR

Stamp Duty Paid : Rs. 28,70,000/-
Stamp Certification No & Date : GOS2018G1526 – 19.07.2018
Stamp GRN No. : 37295741
Property Address : Village Badshahpur, District Gurgaon
Area : 7.669 Acres

This COLLABORATION AGREEMENT is made and executed at Gurgaon on this 19th day of July, 2018.

BETWEEN

(1) Sh. Mukul Yadav (Aadhaar No 384465994155) Son of Sh. Tek Ram, (2) Sh. Tek Ram (Aadhaar No 924460951962) Son of Sh. Kundan Lal, (3) Sh. Ram Niwas (Aadhaar No 833783136707) Son of Sh. Roshan Lal, (4) Sh. Lalit Kumar (Aadhaar No 946606297003) Son of Sh. Dayanand, (5) Sh. Laksh Yadav (Aadhaar No 946606297003)

For TULIP INFRATECH PRIVATE LIMITED

[Handwritten signatures of the parties]

Vikas Jain
AUTHORISED SIGNATORY
Page 1 of 14

प्रलेख न:4271

दिनांक:19-07-2018

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	बादशाहपुर
गांव/शहर	बादशाहपुर

धन संबंधी विवरण	
राशि 53683000 रुपये	स्टाम्प ड्यूटी की राशि 1073660 रुपये
स्टाम्प नं : g0s2018g1526	स्टाम्प की राशि 2870000 रुपये
रजिस्ट्रेशन फीस की राशि 15000 रुपये	पेस्टिंग शुल्क 0 रुपये
Drafted By: Mukesh Kumar Saini Adv	Service Charge:0

यह प्रलेख आज दिनांक 19-07-2018 दिन गुरुवार समय 5:23:00 PM बजे श्री/श्रीमती /कुमारी

Mukul Yadav पुत्र tekram Tek Ram पुत्र kundan lal Ram Niwas पुत्र Roshan Lal Laksh Yadav पुत्र Mukul Yadav Dayanand पुत्र Roshanlal Deepak पुत्र Dayanand Lalit Kumar पुत्र Dayaram निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

हस्ताक्षर प्रस्तुतकर्ता
Mukul Yadav Tek Ram Ram Niwas Laksh Yadav Dayanand Deepak Lalit Kumar

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Tulip Infratech Pvt. Ltd. thru Vikas Jain OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Mukesh Kumar Saini Adv. पिता ---

निवासी adv. ggm व श्री/श्रीमती /कुमारी Kamal Saini पिता Keher saini

निवासी najafgarh new delhi 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 (बादशाहपुर)

742020611972) Son of Sh. Mukul Yadav, (6) Sh. Dayanand son (Aadhaar No 926756367481) of Sh. Roshan Lal & (7) Sh. Deepak (Aadhaar No 709961371213) son of Sh. Dayanand all are resident of Village Badshahpur, Tehshil & District Gurgaon, Haryana (hereinafter collectively referred to as "OWNERS"/FIRST PARTY" which expression shall, unless repugnant to the context thereof, mean and include their legal heirs, representatives, nominees and assigns) of the First Part.

AND

M/s. Tulip Infratech Pvt. Ltd. (PAN No. AACCT3755E), a company incorporated under the Companies Act, 1956, and having its Registered Office at 12th Floor, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110001, (hereinafter referred to as "DEVELOPER/SECOND PARTY") through its Authorized Signatory Sh. Vikas Jain (Aadhaar No 532386465331) duly authorized and empowered vide a Board Resolution dated 14th July 2018 which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) of the Second Part.

WHEREAS

- A. The Owners had represented that they are owners of land admeasuring about 61 Kanals 07 Marlas (equivalent to 7.669 acres approximately) in the revenue estate of Village Badshahpur, Tehshil & District Gurgaon, Haryana comprised in Hadbast no. 87 more particularly described in the Schedule - I hereunder (hereinafter referred to as the **Project Land**).
- B. The Owners were desirous of developing the Project Land into a residential Group Housing Project under Transit Oriented Development (TOD) Policy, as may be permissible and approved but were not fully equipped with technical know-how, infrastructure and financial resources for the same.
- C. The Developer, based on its professional expertise and experience, had agreed to undertake development of the Group Housing, as may be approved, including bearing the responsibility for planning, design, obtaining approvals, carrying out development and construction.
- D. The Developer through its own cost, expenses, fees shell obtain LOI/Licence to develop the Project Land into a Group Housing Scheme and have got changed the land use of the land from agricultural to Residential.

Mukul Yadav
Deepak
Sh. Dayanand
Sh. Roshan Lal

For TULIP INFRATECH PRIVATE LIMITED

Vikas Jain
AUTHORISED SIGNATORY

Reg. No.

Reg. Year

Book No.

4271

2018-2019

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- Mukul Yadav Tek Ram Ram Niwas Laksh Yadav Dayanand Deepak
Lalit Kumar
दावेदार :- thru Vikas Jain OTHERTulip Infratech Pvt. Ltd.
गवाह 1 :- Mukesh Kumar Saini Adv.
गवाह 2 :- Kamal Saini

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4271 आज दिनांक 19-07-2018 को बही नं 1 जिल्द नं 16 के पृष्ठ नं 104.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 305 के पृष्ठ संख्या 70 से 72 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 19-07-2018

उप/संयुक्त पंजीयन अधिकारी (बदशाहपुर)



NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH:-

1. Project Land/Project:

- 1.1 The **Project Land** shall mean and comprise of land measuring about 61 Kanals 07 Marlas (equivalent to 7.669 acres approximately) in the revenue estate of Village Badshahpur, Tehsil & District Gurgaon, Haryana and more particularly described in the Schedule - I hereunder.
- 1.2 In pursuance of the obligations assumed by the Developer and subject to the terms of this Agreement, the Owners have made available the Project Land and place the same free of cost at the disposal of the Developer for the purpose of development and construction of a Group Housing project on the Project Land (hereinafter referred to as the "**Project**").
- 1.3 The Owners have handed over physical possession of the Project Land to the Developer.

2. Layout/Building Plans

- 2.1 The Developer shall design/plan the Project as permissible and as per prescribed norms, rules and regulations with all the requisite facilities/amenities.
- 2.2 The Developer shall immediately, on receipt of LOI/Licence proceed to get the building plans of the Project prepared through reputed architects for submission to concerned authorities for approval.
- 2.3 The Developer shall be entitled, as may be considered appropriate by it, to make any modifications, changes or amendments in the building plans/layouts within the permissible framework of rules and bye laws.
- 2.4 The Owners shall be obliged to take all steps as may be necessary and as may be desired by the Developer to facilitate the procurement of LOI/Licence and the sanction of building plans and shall render all possible co-operation to the Developer in this respect.

3. Approvals:

- 3.1 The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals where necessary as may be required from all concerned Authorities, conversion of land use, LOI/Licence and sanction of building plans for the development and construction of the Project. The Developer shall submit necessary building plans for sanction within a period of 120 days from the date of issue of the Licence and get the same approved at the earliest.
- 3.2 The Developer shall secure all necessary permissions, approvals for installation of electric, water supply and sewerage connections to the Project.
- 3.3 Owners shall fully cooperate in the submission of necessary applications/building plans for approval and agree to sign all applications and execute necessary/required

Dr. Jyoti
Deepti
Dr. Daya
Tarender

For TULIP INFRATECH PRIVATE LIMITED

Vikas Jain

AUTHORISED SIGNATORY

documents for that purpose and shall execute appropriate Power of Attorney in favour of the Developer and/or their nominees at the time of signing of this Agreement.

4. **Construction/Completion:**

- 4.1. The Developer shall ensure that the Group Housing Project on the Project Land are duly constructed and completed in accordance with the approved building plans.
- 4.2. The Developer shall complete construction of the buildings to fall in the share of the Owners spread over a period of five (5) years from the receipt of all approvals including sanction of building plans, Environment Clearance, Fire Clearance & RERA Etc. subject to force majeure, restraints/restrictions from authorities/courts and circumstances beyond the control of the Developer and reasons attributable to the Owners. However, in cases the Developer is unable to complete the buildings to fall in the share of the Owners within the stipulated period of five (5) years the developer is liable to pay the penalty of Rs.5/- per sq.ft. per month to the owner for the delayed period.
- 4.3. The Owners and/or their authorised representatives shall be at liberty and entitled to visit the site to look at the progress of construction, provided, however that Owners or anybody else claiming through or under them shall not cause any type of hindrance or interference in construction activities or in the day to day affairs of the Developer.
- 4.4. The buildings shall be deemed to be complete when the Developer completes the construction and submits application with the authorities for obtaining occupancy certificate.
- 4.5. The materials/specifications to be used for construction of the buildings shall be of first class quality to be decided at the sole discretion of the Developer and with satisfaction of the owner. The materials and specifications used shall be uniform for the construction of all the buildings/areas including that of the share of the Owners.

4.6.

5. **Occupation Certificate:**

- 5.1 The Developer shall apply for and obtain occupation certificate/s of the project buildings at its own cost. Efforts shall be made to obtain occupancy certificates in parts/phases.
- 5.2. The Developer alone shall be responsible and liable for any deviations made from the approved plans and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations.

6. **Work Force:**

- 6.1 The Developer shall employ adequate number of qualified engineers, architects, consultants, skilled and unskilled workers to ensure due completion of the construction of the buildings under the terms of this Agreement.

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Rajesh
Rajesh
T. S. S. S. S.
Daya

For TULIP INFRATECH PRIVATE LIMITED

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- 6.2 It will be the obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time.
- 6.3 In case any claim is made by any worker or employee or by any third person against the Owners regarding the construction of the buildings, then the Developer will keep the Owners indemnified from such claims /liabilities.
- 6.4 If during construction, any injury is caused to any persons or property then the Developer alone will be responsible for the consequences and damages, if any, and in case the Owners are made liable to pay any amount on this account, then the Developer shall be liable to reimburse the same to the Owners. The Developer shall keep the Owners indemnified in this regard.

7. Costs :

- 7.1. All costs and expenses including the fees of the Architects, Engineers, Consultants and staff/workforce of the Developer for preparation of layout/building plans and for obtaining of approvals including payment of submission fees, scrutiny fees, conversion and licence fees, external development charges, interest on EDC as applicable shall be borne and paid by Developer alone. However, in case any new levies are imposed or their rates are increased/enhanced including interest thereof after signing of this agreement shall be shared between the Owners and Developer Parties in the same ratio in which the area of the Project (clause No.12.1 Infra) is to be shared between them at the time of possession.
- 7.2. All costs and expenses relating to complete development of the Project Land and construction of the proposed project buildings including costs of materials, inputs, labour, supervision, installation of electric substations, transformers, generators, lifts, fire fighting equipments, any facilities, amenities as approved, shall be borne and paid by the Developer.
- 7.3. That the charges and securities in terms of Electric Connection charges (ECC) and Interest Free Maintenance Security (IFMS) with respect to the share of the owners shall be paid and borne by the Owners on pro-rata basis at the time of offer of possession and/or as and when the third parties rights would be created by the Land Owners qua their respective shares, in that eventuality they would ensure that all such charges not limited to ECC and IFMS referred to herein above shall be borne and paid by the parties in whose favour third parties would be created.
- 7.4. That the taxes, GST, charges and levies as applicable/imposed by the Govt. or local bodies qua the shares of the owners shall be borne and paid by the owners of their own and/or as and when demanded by the developer and after the creation of the third party rights on their share the same shall be borne by such third party in whose favor such rights would be created and/or as and when demanded by the developer.

For TULIP INFRATECH PRIVATE LIMITED

Vikas Jain
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8. **Assurances /Representations:**

- 8.1. The Owners have assured the Developer that the Owners have not entered into any type of transaction in respect of any part of the Project Land with any other/third party and that the Project Land is free from all and any encumbrances, charges, liens etc. thereon.
- 8.2. Without prejudice to the aforesaid assurance, in case any obligation/liability accrues or to be accrued to any third party has been undertaken by the Owners with reference to the Project Land, the same shall be met and discharged solely by the Owners and the Developer shall be kept indemnified against any such obligations/liabilities.
- 8.3. The Owners have represented and assured the Developer that their right, title and interest in the Project Land is absolute, subsisting and marketable. The Owners agree to get any defects in their title to the Project Land rectified at their own cost and to keep the Developer indemnified against any losses or damages as may be caused to the Developer.

9. **Indemnities:**

- 9.1 The Developer shall observe and comply with all rules, regulations, terms and conditions of licence, building plans and other statutory provisions including making of statutory payments such as EDC. Developer shall keep the Owners indemnified against any losses, damages, and consequences arising out of any violations by the Developer of any statutory provisions, payment terms or conditions of licence.
- 9.2 All claims whatsoever made by any party concerned with respect to construction by the Developer including suppliers of materials, equipments to be used in the constructions and completion of the scheme/buildings under this Agreement shall be borne and paid by the Developer. The Developer shall keep the Owners fully indemnified against all such claims and demands whatsoever.
- 9.3 Owners shall keep the Developer indemnified against losses or damages as may be caused to the Developer on account of any defects in Owners' title to the Project Land or due to existence of any encumbrances thereon.

10. **Security Deposit /Refund:**

- 10.1 The Developer had already paid an amount of Rs. 5,36,83,000/- (Rupees Five Crore Thirty Six Lakh Eighty Three thousand Only) to the Owners as refundable security deposit. The owners acknowledge the same.
- 10.2 That the total amount of security deposit amounting to Rs. 5,36,83,000/- (Rupees Five Crore Thirty Six Lakh Eighty Three thousand Only) shall be refunded by the Owners to the Developer from the initial sale proceeds of the areas allocated to their share. In case the Owners do not sell any areas till completion of the buildings, then the entire amount shall

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For TULIP INFRATECH PRIVATE LIMITED

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be refunded on completion of the Project and simultaneously with handing over of possession of Owners' share of areas under this Agreement.

- 10.3 The Developer shall be entitled to the refunds, if any, of any amounts deposited by them with various authorities in the name of the Owners for seeking approvals, sanctions etc.

11. **Considerations:**

- 11.1 The consideration on the part of the Owners includes provision of the Project Land by them free of any charges and other obligations undertaken by them under this Agreement for development and construction of the Project.
- 11.2 The consideration on the part of Developer in terms of this Agreement, inter alia, includes obtaining of all approvals, carrying out development and construction of the project building at their own cost and all sums of money spent by them in connection with the Project including scrutiny fee, licence fee and conversion fees, payment of EDC, furnishing of bank guarantees etc. with the Authorities concerned. The consideration on the part of Developer also includes obtaining of occupation certificate of the project buildings.

12. **Sharing of Areas:**

- 12.1. That in consideration of the contributions/obligations of the Owners and the Developer under this Agreement, it has been mutually agreed that the entire saleable/super built areas including open parking spaces of the project to be developed/constructed by the Developer under the terms of this Agreement shall be shared between the parties as follows in respect of areas related to the Project Land:-

Owners	: 32 % (Thirty Two Percent)
Developer	: 68 % (Sixty Eight Percent)

- 12.2 That the saleable/super built area for the purpose of this Collaboration Agreement shall be the built-up covered area of the flats/units plus proportionate area under the corridors, passages, projections & architectural features, lift wells, lift rooms, staircase, mumty, common toilets, circulation areas, refuge areas, underground and overhead water tanks, electric sub-station etc. The percentage of super area shall be worked out by the Developer.
- 12.3 That uniform number of open Car Parking spaces is to be provided for each category of flats to the Owners.

Pragat
Reetab
Tarun Yadav
Dr. Rajul

For TULIP INFRA TECH PRIVATE LIMITED
Neha Jain
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12.4 The Developer and Owners shall also be entitled within the rights herein conferred to all permissible future vertical and horizontal exploitation of the land, including by way of additional construction in the proportion of 68% and 32% respectively, subject to approvals.

13. **Marketing:**

13.1 That subject to provisions of this Agreement, the parties shall be entitled to book/sell the respective areas allocated to their share and receive advance payments at their own risk and cost without any liability to the other. The parties shall be free to market their shares of areas independently on their own. Parties agree not to undercut each other.

13.2 In case the Owners want to get their share of areas marketed through the Developer, it shall be entitled to do so by paying 10% (ten percent) of the sale price of their area as reimbursement of costs towards brokerage, advertisements, publicity etc. to the Developer. In that eventuality, the sale proceeds shall be shared proportionally through an escrow account to be opened in joint names and appropriate instructions shall be issued to the bank to credit the proceeds in agreed ratios to the individual accounts of the parties on a daily basis.

14. **Maintenance of the Complex:**

14.1 All the common areas and facilities of the Project/buildings shall be maintained by the Developer and/or their nominees till handed over to a body/association of the buyers under the Haryana Apartment Ownership Act or otherwise. All the buyers of the areas allocated to both parties shall pay maintenance charges, replacement fund, security deposits etc. at such rates as may be fixed by the Developer and/or an Association of Buyers, as the case may be.

15. **Taxes/Levies/Charges**

15.1 All types of tax liabilities or any other type of financial obligations of the Owners with reference to the Project Land which might so far have been incurred by them shall be met and discharged by the Owners. The Owners undertake to keep the Developer fully and completely harmless and indemnified against any such liability or financial obligations of the Owners. The Owners and or buyers of their share of areas shall also be liable for all taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the Project from the date of making offer of possession of areas by the Developer.

15.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the Project from the date hereof when

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For TULIP INFRA TECH PRIVATE LIMITED

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they are levied/made applicable and might be passed on to the buyers as may be decided between them.

- 15.3 Taxes relating to construction like works tax shall be the liability of the Developer alone.
- 15.4 That in case after the completion of the Project (part or full) some new taxes/levies/charges are imposed or increased the same shall be borne and paid by the respective purchaser of the flat or shall be shared between the Owners and Developer in the ratio of their share in the Project.

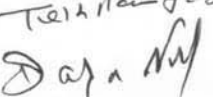
16. **Powers of Attorney:**


- 16.1 The Owners do hereby appoint, nominate and constitute the Developer M/s. Tulip Infratech Pvt. Ltd. and its nominees Mr. Parveen Jain and Mr. Vikas Jain sons of Mr. S.C.Jain, Managing Director and Director respectively of the Developer as our true and lawful attorneys to do, jointly and severally, all or any of the following acts, deeds and things in our name and on our behalf in respect of the Project and Project Land.
- 16.2 To sign/execute all applications, documents, affidavits, undertakings, indemnity bonds, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of this Agreement.
- 16.3 To obtain all requisite approvals including LOI/Licence, sanction of building plans, Environment Clearance, Electricity Connection, Fire Clearance & NOC and RERA Approval etc. and in that connection to submit any applications, affidavits, undertakings and to deposit any fees, charges etc.
- 16.4 To raise loans of developers share from any financial and banking institutions and/or private parties for meeting the cost of construction of the Project and to deposit the title deeds of the Schedule Land with the lending bank/financial institutions.
- 16.5 To sell, book, allot the whole or any part of the areas allocated to the share of the Developer to enter into agreements and to receive consideration in the name of the Developer.
- 16.6 The buyers may require to raise loans for the purchase of the flats. The Developer shall be entitled to issue no-objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of areas falling in Developer's share in favour of any banks/financial institutions without creating any liability on the Owners. Likewise, the Owners shall also be entitled to issue such no-objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks/financial institutions without creating any liability on the Developer.
- 16.7 To appear before the Registrar or Sub-Registrar or any other authority competent in this behalf, to present for registration the said sale deeds and documents and admit the execution thereof and give acknowledgement/receipts of the payments and to do other

For TULIP INFRATECH PRIVATE LIMITED


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- acts that may be necessary for the registration of the sale deeds and to sign and deliver proper receipts for the developer share.
- 16.8 To executed all such documents and deeds of transfer of proportionate undivided interest in land in favour of the prospective buyers in respect of areas allocated to the share of Developer.
- 16.9 To represent the Owners in all offices of Government of India, Government of Haryana, Town & Country Planning Department (DTCP), Haryana Urban Development Authority (HUDA), Income Tax Department, Haryana State Electricity Board or any other Government Authority/ Local Body, Public Health, Civil Aviation and Fire Service Department, Ministry of Environment & Forest and to sign and make any letter, document, undertakings, affidavits, representation and petition to get any licenses, transfer or withdraw of license, permissions, approvals of layout and building plans including renewals required in connection with the approvals and the work of construction.
- 16.10 To apply for and obtain water connections, sewerage disposal connections, electricity connections, permits of cement, iron and steel or any other building materials from the appropriate authorities and to deposit necessary charges for the aforesaid purposes and also to receive back the refunds which may be due To engage any architects, consultants, engineers, contractors, workmen etc. for the buildings to be constructed, to fix their charges, remunerations and pay the same and the Executants will not be responsible for any accident that may occur during the course of construction and the attorney(s) alone shall meet any financial or other liability either under Workman Compensation Act or under any other Law or Regulation in force for the time being.
- 16.11 To engage any architects, consultants, engineers, contractors, workmen etc. for the buildings to be constructed, to fix their charges, remunerations and pay the same and the Executants will not be responsible for any accident that may occur during the course of construction and the attorney(s) alone shall meet any financial or other liability either under Workman Compensation Act or under any other Law or Regulation in force for the time being.
- 16.12 To get the said Property assessed/re-assessed and to pay all taxes, rates, charges, expenses and other outgoings whatsoever payable by the Owners for or on account of the said property or any part thereof and to insure the same against loss or damage by fire or otherwise and to pay all premiums for such insurances, in terms of the said Collaboration Agreement.
- 16.13 To contest oppose or otherwise deal with any proposal to include all or any portion of the Schedule Land in an order for compulsory acquisition thereof or in a clearance or development order or other similar order made or to be made under statutory powers

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For TULIP INFRATECH PRIVATE LIMITED

Vikas
AUTHORISED SIGNATORY

- 16.14 To serve on the appropriate authority or person a notice requiring the purchase of all or any portion of the Schedule Land or any interest therein in respect of which a right to serve such a notice may be conferred by or under any statute or agreement or on any claim in relation to any such notice as they may think fit.
- 16.15 To institute, conduct, defend, compromise or abandon any legal proceedings and other matters concerning under or for the purpose of the project land and to appear and act in all the courts, original or appellate and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, petitions, appeals, reviews, revisions, cross objections, petitions for executions, petition for withdrawal, compromise as shall be deemed necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or other attorney and to sign Mukhtarnamas, Vakalatnamas and warrants of attorney, whenever the said attorneys shall think expedient.
- 16.16 To prevent and prohibit and, if necessary proceed against in due course of law against all trespassers on the Schedule Land and to take appropriate steps whether by action or otherwise to abate all nuisances.
- 16.17 The Developer may delegate all or any of the aforesaid powers to any other person or person and to appoint any other attorney or attorneys with all or any of the said powers, and to cancel, withdraw and/or revoke the powers conferred upon such attorney.
- 16.18 Generally to do all other acts, deeds or things as may be necessary and incidental to effectively exercise the powers conferred herein upon them for achieving the objectives of the said Collaboration Agreement. And the owners do hereby agree that all such acts, deeds and things done or caused to be done by the developer or by any of their appointed and nominated delegate or delegates shall be deemed to have been done by Owners and they hereby agree that they shall ratify and confirm all and whatever the said attorneys or their delegate or delegates shall do or cause to be done by virtue of the powers conferred by these presents.

17. **Raising of Loans/Finance for construction:**

- 17.1 The Owners agree that the Developer can raise any loan for development and construction of the Project buildings from any bank/financial institution as the Developer may think fit for the purpose of financing construction, development and or for issue of bank guarantees in favour of any concerned authorities in respect of the Project and for this purpose the Developer shall be entitled to place title deeds of the Project Land with the banks/ financial institutions. The Owners shall sign all necessary papers for the purpose of depositing title documents with the leading banks/financial institutions and issue a Power of Attorney for this purpose in favour of the Developer. The Developer

Handwritten signatures and text:
D. J. Patel
D. J. Patel
Tulip Infratech Pvt. Ltd.
D. J. Patel
D. J. Patel

For TULIP INFRATECH PRIVATE LIMITED

Handwritten signature: V. Jai-
AUTHORISED SIGNATORY

alone shall be liable and responsible for repayment of such loan with interest thereon, if any.

18. **Execution of Sales Deeds:**

- 18.1 Without prejudice to the generality of the aforesaid, it is agreed that after due completion of the project buildings, the Owners shall execute the Sale Deed or Deeds in respect of proportionate undivided interest in the Project Land in favour of the buyers of Developer's share of areas at the cost and expenses of the buyers. The Owners agree to execute an irrevocable Power of Attorney or any other required document to this effect in favour of the Developer and its nominees for this purpose at the time of signing of this Agreement.

19. **General:**

- 19.1 The name of the Project shall be decided by the Developer alone.
- 19.2 This agreement contains all the terms and conditions that have been agreed to between the parties. On the execution of this Agreement, all other documents, offers and proposals contained in other documents which are not expressly made a part of this Agreement shall be deemed to have been cancelled and are not to be referred to or relied upon in any way or used for purpose of interpreting the terms of this contract and the rights of the parties hereunder.
- 19.3 No amendment or modification in this Agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representatives of each party and such writings are expressly stated and accepted as being an amendment to the Agreement.
- 19.4 If any provision of this Agreement shall be determined to be void or unenforceable under the applicable law, such provisions shall be deemed to be deleted or amended in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 19.5 The Owners and the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owners and the Developer nor shall the Owners and the Developer in any manners construe it is an association of persons unless and except to the extent specifically recorded herein.
- 19.6 The parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.
- 19.7 Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or

Pragat
Deepti
Tulsi
Tejendra
Daya

For TULIP INFRA TECH PRIVATE LIMITED

Vikas Jain
AUTHORISED SIGNATORY
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a duly authorised person. No delay or omission in the exercise of any right or remedy shall be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.

- 19.8 All communications/notices between the parties shall be sent through Registered A/D Post at the addresses of the parties given above or against receipt by hand.
- 19.9 The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.10 The Developer shall be entitled to assign its rights and obligations under this Agreement to any third party at its own cost.
- 19.11 This collaboration agreement is irrevocable.

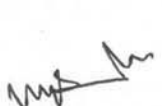
20. Arbitration:

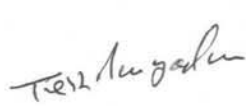
- 20.1 Disputes, if any, that may arise between the parties with respect to this Agreement, or interpretation of terms, or its performance or execution shall be settled by reference to Arbitration under the provisions of Arbitration & Conciliation Act of 1996. The venue of arbitration shall be Gurgaon.

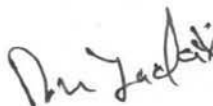
21. Jurisdiction:


- 21.1 This Agreement shall be subject to the jurisdiction of Gurgaon/Haryana Courts only.


IN WITNESS WHEREOF the parties hereto have signed this Agreement in the presence of witnesses on the day, month and year first above written.


Mukul Yadav


Tek Ram


Ram Niwas


Lalit Kumar


Laksh Yadav


Dayanand


Deepak

WITNESS:

1.



Mukesh Kumar Saini
Advocate
Distt. Court, Gurugram


DRAFTED BY
Mukesh Kumar Saini
Advocate
Distt. Court, Gurugram
19/11/16

Owners
For TULIP INFRATECH PRIVATE LIMITED


For Tulip Infratech Private Ltd. SIGNATORY
Developer

2.


KAMAL SAINI
S/o Keher Singh Saini
R/o M-50, Dharam Pura, Colony
Najafgarh, New Delhi - 110043

Schedule of Land

Village Badshahpur, (Hadbast No. 87), Sector 69, District Gurgaon,
GMUC, Haryana.

SR. NO.	Mushtil No.	Kila Nos.	Area	
			Kanal	Marla
1	75	9/3	1	0
2	75	10	8	0
3	76	6	8	0
4	76	7	8	0
5	76	11/2	2	0
6	76	5/1/2	1	12
7	76	8	8	0
8	76	9	8	0
9	76	12	4	14
10	76	13	4	5
11	77	7/2	1	13
12	75	1/1 Min	3	12
13	76	5/2 Min	1	9
14	75	1/2/1 Min	1	2

Pengantar
 Diketahui
 Jkt Tersilahkan
 mnt

Dear Mary Ann

	58	67
or	61	7
Say	7.669	Acres

For TULIP INFRATECH PRIVATE LIMITED

Vikas Jain
AUTHORISED SIGNATORY