

Government of Haryana
Department of Revenue and Disaster Management
Sub Registrar Office, Sohna

Dated: Sep 25, 2023

Time: 15:19:56

Appointment Slip

Shri / Smt.
Nikhil
Dhunela
Sohna, Gurugram

N

Subject: Appointment for registration of AGREEMENT Deed

As requested by you regarding registration of **COLLABORATION AGREEMENT** deed, your appointment has been scheduled with following Details:-

Serial No:	290	Token No:	02825092023032324000
Transaction Amt:	Rs. 58808750	Property ID:	
Date & Time:	Sep 25, 2023 15:25	Appointment Type:	N
Address:	Gurugram		

Appointment Fee & Charges (Incl. Tatkal if any)			Stamp Details			
Appointment Fee	Postage	Total	Type	Stamp No	Issue Date	Value
Rs.0.00		₹ 0.00	EStamp	G0Y2023I15 27	25-Sep-23	₹ 1180000.00

Please bring the following documents to prove your identity in support of your Deed.

ID Proof:
Aadhar

ID Number:
XXXX-XXXX-7938

4th 11760000
2nd 1176175

Important:

1. If the property does not have permanent Property Id assigned to it, The Property Id provided above will serve as Temporary Property Id. Please keep it safe and mention it on the deed.
2. Any sort of discrepancy in data provided while booking appointment will lead to failure of deed registration.

Khasra Details					
Khewat	Khatoni	Mustil	Khasra	Kanal/Bigha	Marla/Biswa
383	387	36	1	8	0
382/2	386/2	36	2	8	0
382/2	386/2	36	3/1/1	0	16
383	387	37	5/2	4	0

107564239

7463
26.09.2023

(4-9) 89
175

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 25/09/2023

Certificate No. GOY2023I1527



GRN No. 107553641



Stamp Duty Paid : ₹ 1180000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Chander Mohan Khatana

H.No/Floor : 00

Sector/Ward : 00

LandMark : Dhunela

City/Village : Sohna

District : Gurugram

State : Haryana

Phone: 90*****92

Others : Priya mohan khatana



Buyer / Second Party Detail

Name : Ccrk Developers Llp

H.No/Floor : 00

Sector/Ward : 00

LandMark : Dhunela

City/Village: Sohna

District : Gurugram

State : Haryana

Phone : 90*****92

Purpose : COLLOBRATION AGREEMENT

7463
26.09.2023

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

STAMP DUTY

Rs. 11,80,000/-

STAMP CERTIFICATE No.

GOY2023I1527

GRN No. 107553641,

Reg. Fees No. 107564239

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is executed at Sohna, Gurugram, on this 26th September day of, 2023 ("Effective Date")

BY & BETWEEN:

1. **THE LAND OWNERS**, Mr. Chander Mohan Khatana (Aadhar No. 4565 3443 5709, PAN APZPM4376F) And Mr. Priya Mohan Khatana (Aadhar No. 675917570672, PAN BVGPK4727G), S/o Sh. Dharampal Khatana, R/o Dhunela (182), Gurugram, Haryana- 122103 as set out in the here in (hereinafter collectively referred to as the "Land Owners", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, administrators, legal representatives, executors and permitted assigns) of the **FIRST PART**;

Chander Mohan Khatana
Priya Mohan Khatana

For CCRK DEVELOPERS LLP

Authorized Signatory

प्रलेख न:7463

दिनांक:26-09-2023

डीड संबंधी विवरण

डीड का नाम
AGREEMENT

COLLABORATION

तहसील/सब-तहसील सोहना

गांव/शहर

Dhunela

धन संबंधी विवरण

राशि 58808752 रुपये

स्टाम्प ड्यूटी की राशि 1176175 रुपये

स्टाम्प नं : G0Y2023I1527

स्टाम्प की राशि 1180000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan 107564239

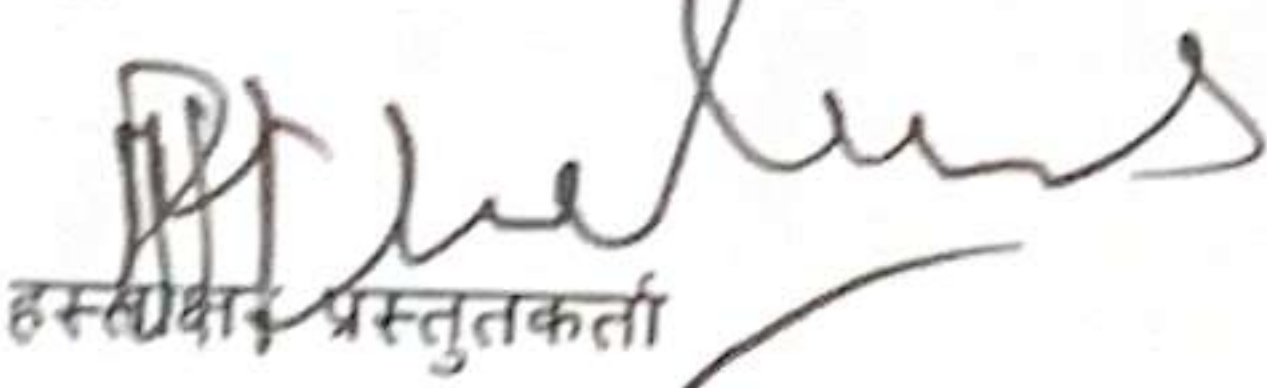
पेस्टिंग शुल्क 0 रुपये

Drafted By: Hari Shankar ADV

Service Charge:0

यह प्रलेख आज दिनांक 26-09-2023 दिन मंगलवार समय 3:27:00 PM बजे श्री/श्रीमती /कुमारी प्रियमोहन खटाना पुत्र धर्मपाल सिंह चन्द्रमोहन पुत्र धर्मपाल प्रिय मोहन पुत्र धर्मपाल निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।




हस्ताक्षर प्रस्तुतकर्ता

प्रियमोहन खटाना चन्द्रमोहन प्रिय मोहन



उप/संयुक्त पंजीयन अधिकारी (सोहना)

सध रजिस्ट्रार
सोहना

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी CCRK Developers LLP thru NikhilOTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Shri Chand पिता .. निवासी Alipur व श्री/श्रीमती /कुमारी Naresh पिता ..

निवासी Mandawar ने की।

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



उप/संयुक्त पंजीयन अधिकारी (सोहना)

सध रजिस्ट्रार
सोहना

01/09/2023/30/30/30/30

01/09/2023/30/30/30/30

-09-2023

:: 2 ::
AND

CCRK DEVELOPERS LLP (Pan No. AASFC4216C), Partnership, incorporated under the provisions of the Companies Act, and having its registered office at Village Dhunela, Tehsil Sohna, Gurugram, acting through its authorised signatory, Mr Nikhil (Aadhar No. 2586 7730 7938), duly authorized vide Board Resolution dated 25th September, 2023, (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its subsidiaries, associate companies, related parties, successors, representatives and permitted assigns) of the **SECOND PART**.

The **Land Owners** and the **Developer** may hereinafter individually be referred to as the "**Party**" and collectively as the "**Parties**".

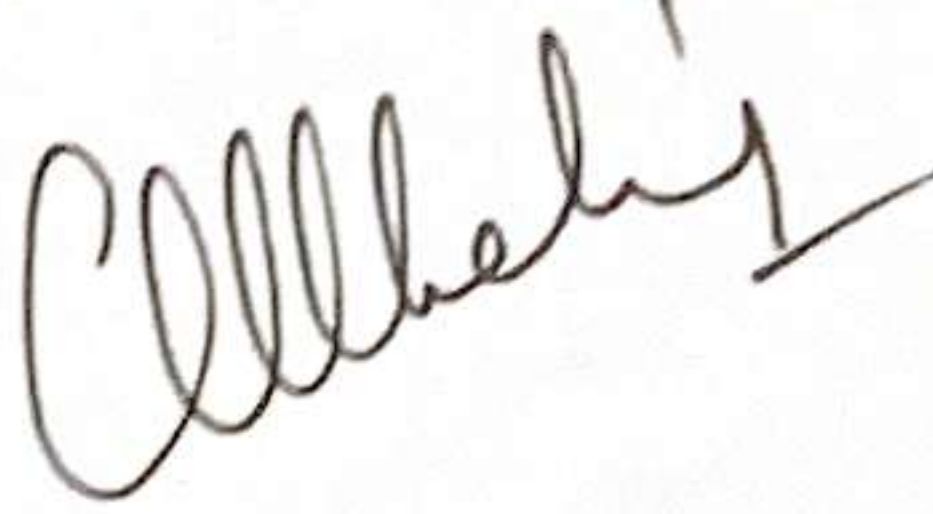
WHEREAS

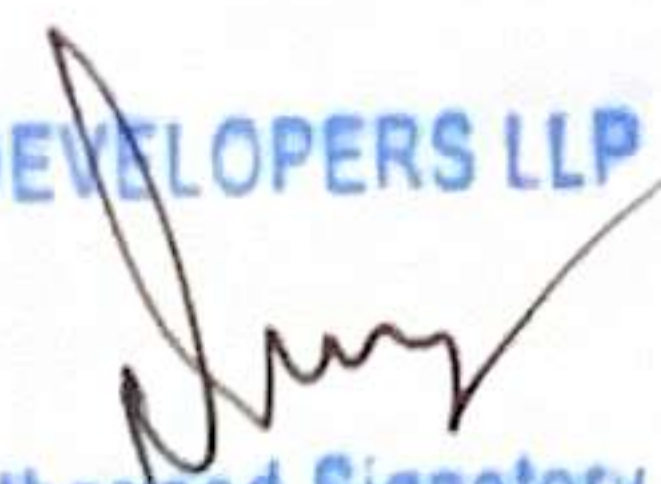
- A. The Land Owners are the absolute and lawful owners and in peaceful physical possession of land parcel admeasuring approx. 2.056 acres situated at Village Dhunela, Tehsil Sohna, Sector 35, District Gurugram, Haryana (hereinafter referred to as the "**Project Land**"), as more particularly described in the **Schedule I Part A** written hereto and highlighted in the Plan annexed therein is detailed under Schedule I Part B.
- B. The Developer is engaged in the business of construction and development of real estate projects including residential complex, commercial projects and townships.
- C. The Developer has conducted the preliminary due diligence of the Project Land.
- D. The Parties are now executing the present Agreement to record the detailed terms and conditions agreed between them for development of the Project on the Project Land and their respective rights and obligations therein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS




For CCRK DEVELOPERS LLP

Authorised Signatory

Reg. No.

Reg. Year

Book No.

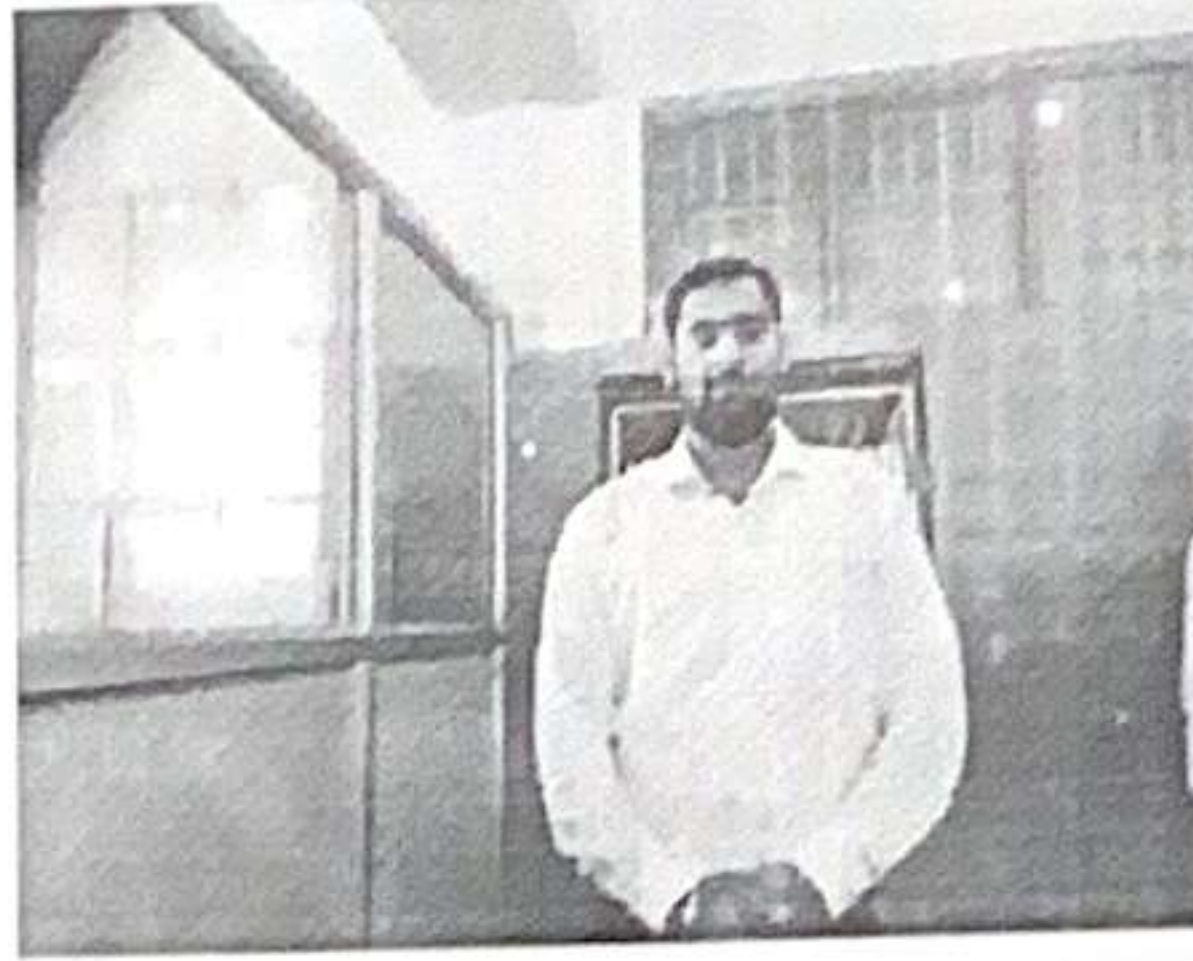
7463

2023-2024

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पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- प्रियमोहन खटाना चन्द्रमोहन प्रिय मोहन

दावेदार :- thru NikhilOTHERCCRK Developers
LLP

गवाह 1 :- Shri Chand

गवाह 2 :- Naresh

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7463 आज दिनांक 26-09-2023 को बही नं 1 जिल्द नं 51 के पृष्ठ नं 71.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 83 के पृष्ठ संख्या 98 से 102 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 26-09-2023

उप/संयुक्त पंजीयन अधिकारी(सोहना)

सर्व रजिस्ट्रार
सोमना

CCRK DEVELOPERS LLP

Registered Agent

1.1 DEFINITIONS

"Agreement" means this Development Agreement, its Schedules and Annexures attached hereto and any amendments from time to time as may be mutually agreed by and between the Parties hereto in writing.

"Agreement Date" shall mean the date of execution of this Agreement.

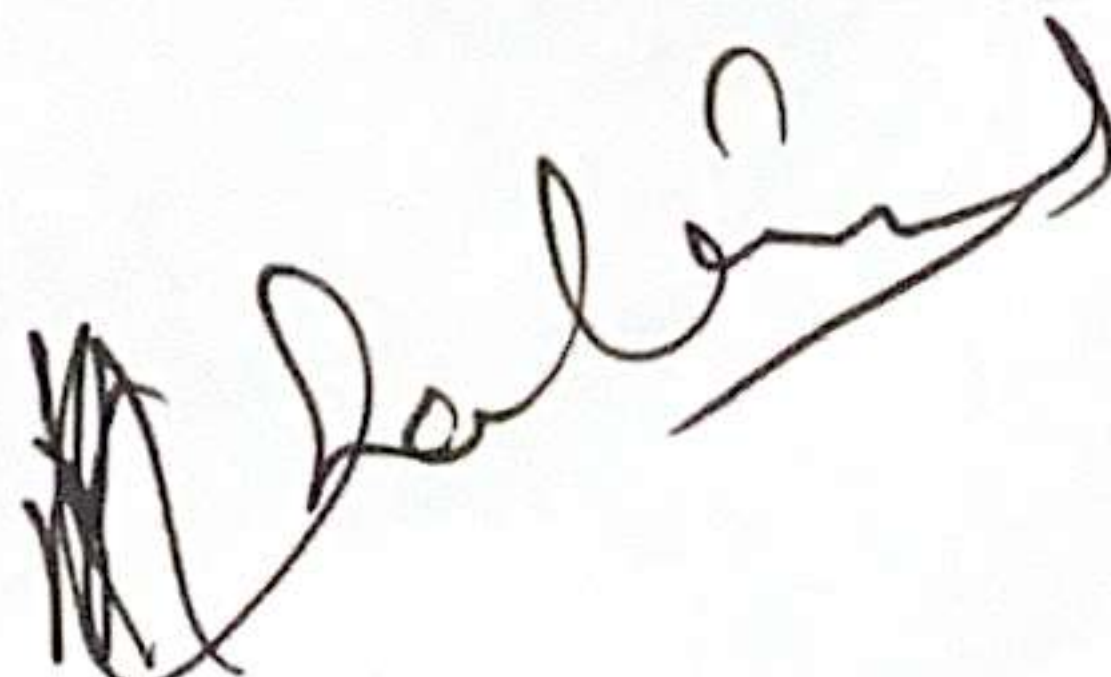
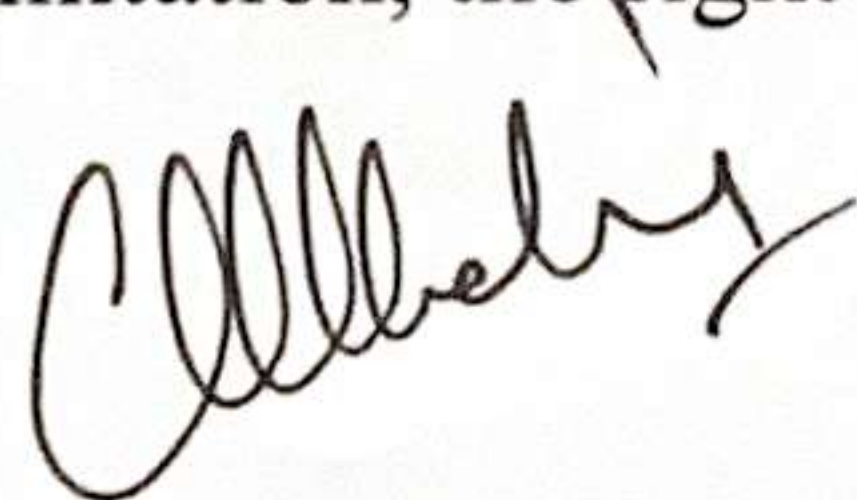
"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter including but not limited to Real Estate Regulatory Authority.

"Approvals" means any permission, approval, sanction, clearance, consent, letter of intent, license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project or developed areas therein, contemplated under this Agreement.

"Common Areas and Facilities" means and includes all common open area, roads, parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor, water supply, power supply, drainage, sanitation, security systems, fire-fighting facilities and other facilities falling within the Project Land as may be provided for common use.

"Developer's Share" shall have the meaning assigned to it in Article 8.1 herein.

"Development Rights" shall mean the rights and obligations in terms of this Agreement to exclusively develop, construct, market, sell and implement the Project on the Project Land which shall include, without limitation, the right to:



For CCRK DEVELOPERS LLP

Authorised Signatory



For COPIES OF THE ACTS OF PARLIAMENT

Authorised Signatory

- (i) to implement, design, construct and develop the Project on the Project Land and carry out all other necessary and ancillary activities in relation thereto;
- (ii) to make applications to the concerned Governmental Authority in respect of and to carry out all the infrastructure and related work or constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other Common Areas and Facilities for the total built up area to be constructed on the Project Land as may be required by any Approval(s), layout plan, or order of any Governmental Authority to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development and landscaping of the Project;
- (iii) to exercise full, free, uninterrupted, unfettered, absolute, exclusive and irrevocable marketing or sale rights in respect of the Saleable Area or other components of the Project (except the Land Owners' Area Share and along with proportionate undivided rights in relation to the Project Land underlying the same) by way of sale or any other manner of transfer or creation of third-party rights therein and to have exclusive control with respect to the pricing of the Units/ built up area of the Project and enter into agreements with such transferees as it deems fit, and on such marketing, or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the built up area (excluding the Land Owners' Area Share) on the Project and to sell Units in the Project (excluding the Land Owners' Area Share);
- (iv) to appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to Applicable Law;
- (v) to construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipment of suitable capacity;
- (vi) to permit home loans to the prospective buyer(s) (mentioned hereunder) of the entire Project;



For CCRK DEVELOPERS LLP

Authorised Signatory

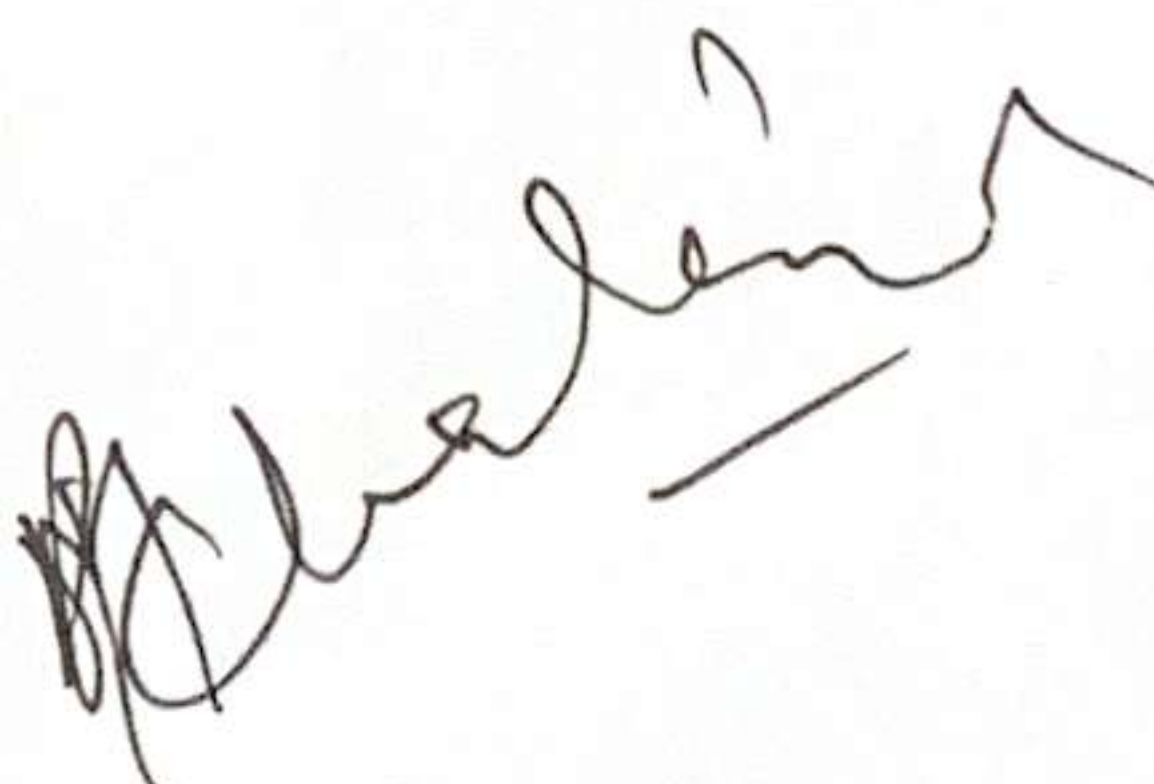


IN CASE OF LOSS, REPLY TO

ADDRESS BELOW

- (vii) to enjoy all rights, privileges and benefits to the Project and the units in the Project, including the right to generate, receive use and appropriate revenue generated out of the sale of the Units in accordance with the terms of the Agreement; and
- (viii) to undertake such other activities as may be required for the development of the Project and the Project Land
- (ix) all the rights and interests transferred and assigned by the Land Owners on an irrevocable basis in the Project Land and the Project to be developed thereon in favour of the Developer under and in terms of this Agreement including but not limited to rights in the Developer's Share;
- (x) irrevocable and exclusive rights to the Developer to commence, carry out and complete the development and construction of the Project on the Project Land, at its own cost and expense through its agents, servants or assigns, subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unhindered access and possession to the Project Land including ingress and egress, and do all activities for construction and development thereupon;
- (xi) name the Project developed on the Project Land and modify the same at its sole discretion but not without the consent of land owners;
- (xii) manage the Project Land and services and maintain all the buildings, plants, equipment and machineries, as well as other facilities constructed upon the Project Land;
- (xiii) the irrevocable and exclusive right to maintain the Project and pursuant thereto the right to enter into agreements with purchasers, occupiers and owners of the Units/Saleable Area in the Project and to receive all service charges and costs from them without any limitation or lien;
- (xiv) the irrevocable and exclusive right to undertake or deal with the Project on terms and conditions set forth in this Agreement

“DTCP” shall mean the Department of Town and Country Planning, Haryana



For CCRK DEVELOPERS LLP

Authorised Signatory



For COPY SENT OFFERS 119

Yours truly,

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, lease, sub-lease, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

"FAR" shall mean the floor area ratio.

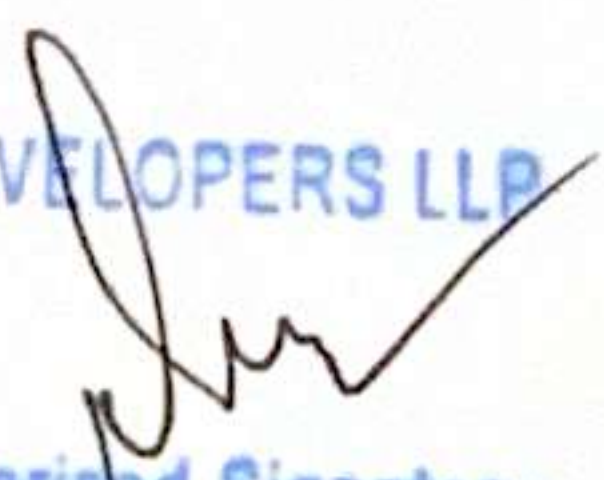
"FSI" shall mean the floor space index.

"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority and shall include but not be limited to the DTCP.

"Gross Revenue" shall mean all monies, cash flows, receipts and receivables by whatever name called, generated from the purchasers, pursuant to an allotment in their favour or sale or transfer of Units, plots, parking or other Saleable Area in the Project (excluding the Land Owners' Area Share) to such end purchasers and shall include (but not be limited to) sale consideration of super built-up area (inclusive of all Common Areas and Facilities), car parking space, terraces, balconies, club membership fees (if any), preferential location charges and all other proceeds realized from the customers or purchasers including cancellation charges or damages, interest on delayed payment of installments, transfer fee or assignment charges collected from the customers or purchasers of Units or other Saleable Area in the Project (excluding the Land Owners' Area Share), and amounts collected by the Developer as payable onwards to the Governmental Authorities or third parties towards charges or deposits, maintenance charges and maintenance deposit, taxes, stamp duty and registration fee from the customers or purchasers of the Units or other Saleable Areas in the Project (excluding Land Owners' Area Share).

"Land Owners' Area Share" shall have the meaning assigned to it in **Article 4.1** herein.



For CCRK DEVELOPERS LLP

Authorised Signatory



FOR COPY DEVELOPERS I/P

Authorized Signatory

"Non-Distributable Amounts" shall mean following and forming part of Gross Revenue i.e.:

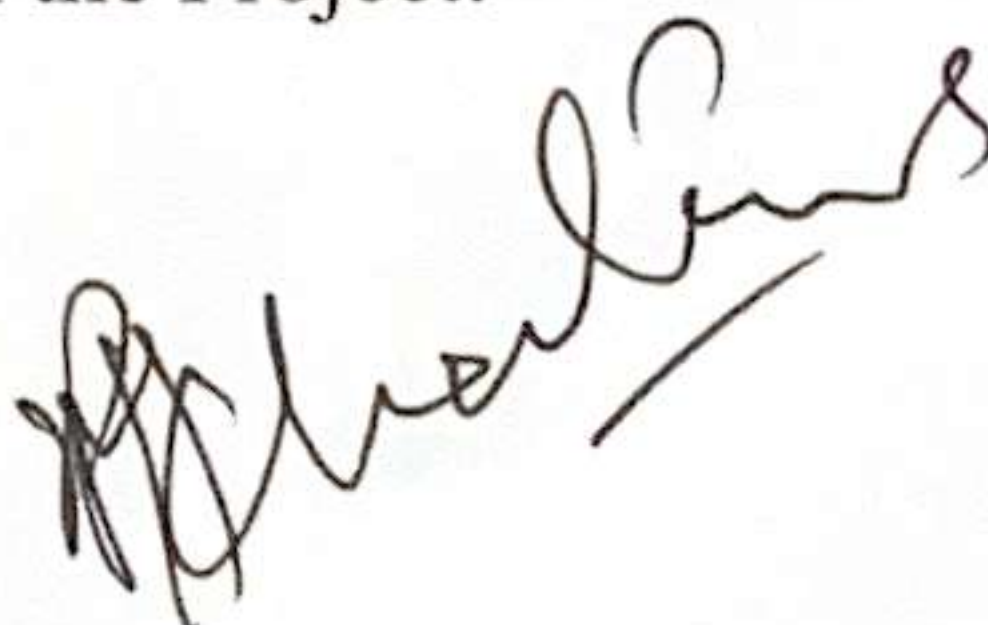
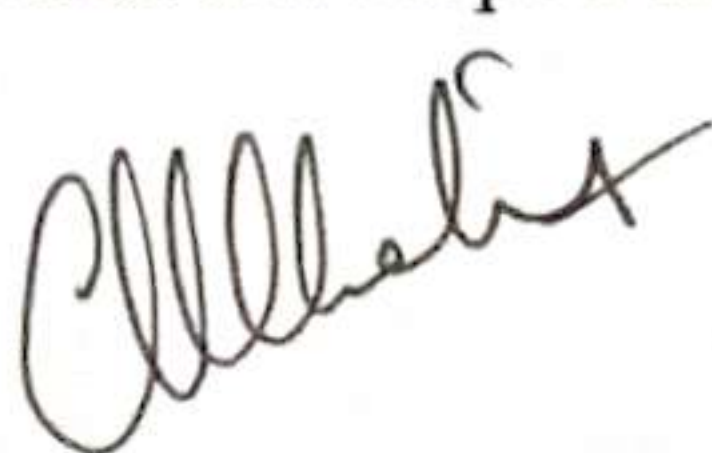
- (i) **Indirect Taxes:** value added tax, goods and service tax and other applicable indirect taxes recovered from the customers in relation to the Project;
- (ii) **Governmental and other Pass Through Charges:** revenues, charges, cesses and levies which are of an onward nature payable to a Governmental Authority, or any other charges which are pass through in nature including amounts payable to the maintenance agency or apartment owners association, upfront maintenance expenses, gas connection charges, meter charges, external development charges, internal development charges, other utility charges etc. ;
- (iii) **Recurring/Onward Payment Charges:** maintenance/management charges and other recurring and utility which are in the nature of onward payment to the amenities management agency for the maintenance of the club house, etc., including but not limited to maintenance security deposits or any other refundable deposits, taxes, administrative charges, stamp duty and registration fee, club membership fees or charges which are in the nature of onward payment to amenities management agency or any other third party,
- (iv) **Cancellation Charges:** Cancellation charges, forfeited amounts, interest for delayed payments, damages, transfer fee, assignment charges; and
- (v) **Charges for Extra Internal Amenities:** Charges for extra internal amenities not specified in standard amenity list, air conditioners, home automation, special fitouts, modular kitchen, etc.

"Project Land" has the meaning given to it in **Recital A** herein above.

"RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 alongwith rules made thereunder.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"Saleable Area" shall mean and include in relation to the Project, area constructed and developed, including but not limited to the Units, Shop Cum Office, Plots, residential development, commercial component, built-up area, Common Areas and Facilities, terrace, basements, car parking, commercial area, school, club and other area and facilities and all of the other developed areas in the Project.



For CCRK DEVELOPERS LLP

Authorised Signatory



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"Units" shall mean and include residential plots, units, shops, offices, commercial premises, shop cum office community facilities and other transferrable areas to be constructed/ developed as part of the Project as the Developer deems fit.

1.2 INTERPRETATIONS: In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa) his/her legal representatives, successors, legal heirs, executors and administrators and any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iii) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (iv) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (v) Reference to a law or to a deed, document or instrument shall be a reference to that law or such deed, document or instrument as amended, re-enacted, consolidated, supplemented or replaced; and

ARTICLE 2

GRANT OF DEVELOPMENT RIGHTS

- 2.1 In lieu of the consideration as prescribed in Article 4 herein below, the Land Owners hereby irrevocably grant, transfer and assign to the Developer as per the terms and conditions contained herein, the exclusive Development Rights including rights, authority and entitlement to plan, design, construct and develop the Project on the Project Land at its own cost and expenses, together with right to market, sell, transfer and convey and/ or dispose of the Saleable Area (excluding the right to market, sell, transfer and convey and/or dispose the Land Owners' Area Share) and other areas of the Project along with all other ancillary and incidental rights attached therewith, together



For CCRK DEVELOPERS LLP
Authorized Signatory





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Authorized Signature