

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 25/08/2022

Certificate No. G0Y2022H3993



Stamp Duty Paid : ₹ 1074000
(Rs. Only)

GRN No. 93742837



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Arvinder Singh

H.No/Floor: 253

Sector/Ward: Na

LandMark: Janakpuri

City/Village: Bareilly

District: Bareilly

State: Up

Phone: 88*****61



Buyer / Second Party Detail

Name: Agrante Realty Ltd

H.No/Floor: 122

Sector/Ward: 21

LandMark: Suncity trade tower

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 88*****61

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>

COLLABERATION AGREEMENT

This Collaboration Agreement made and executed on this 29th day of August, 2022

For Agrante Realty Ltd.

Authorized Signatory

For Agrante Realty Ltd.

Authorized Signatory

Attested
for Sub Registrar
Gurgaon

30 AUG 2022

प्रलेख नः6683

दिनांक:29-08-2022

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

धन संबंधी विवरण	
राशि 53700000 रुपये	स्टाम्प ड्यूटी की राशि 1074000 रुपये
स्टाम्प नं : G0Y2022H3993	स्टाम्प की राशि 1074000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:93867037 पेस्टिंग शुल्क 0 रुपये
Drafted By: DEEPAK KUMAR ADV	Service Charge:0

यह प्रलेख आज दिनांक 29-08-2022 दिन सोमवार समय 12:54:00 PM बजे श्री/श्रीमती /कुमारी ARVINDER SINGH पुत्र RAGHUBEER SINGH निवास 253 JANAKJPURI UP द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।


उप/सयुक्त पंजीयन अधिकारी (गुरुग्राम)


हस्ताक्षर प्रस्तुतकर्ता
ARVINDER SINGH

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS AGRANTE REALTY LTD thru RAJEEV SAXENA OTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SATISH KUMAR पिता --- निवासी GURUGRAM व श्री/श्रीमती /कुमारी DEVESH SHARMA पिता --- निवासी GURUGRAM ने की । साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

For Agrante Realty Ltd.

Authorized Signatory

दिनांक 29-08-2022


उप/सयुक्त पंजीयन अधिकारी (गुरुग्राम)

BETWEEN

Mr. Arvinder Singh S/o Late Sh. Raghubeer Singh, R/o 253, Janakpuri, Bareilly, UP 243122, hereinafter referred to and called as "FIRST PARTY / OWNER" (Which terms and expression shall include and mean his successors, nominees, assignees and all those claiming through him) OF THE FIRST PARTY.

AND

M/s Agrante Realty Limited, a Company registered under the Companies Act, 1956 having its Registered Office at Unit No. 122, Suncity Trade Tower, Sector-21, Gurugram, Haryana 122016, through its **Authorised Signatory Mr. Rajeev Saxena S/o Sh. Gurnam Das Saxena**, Triloki Puram Colony, Opposite Hartmen Ram Lila Ground, Bareilly, UP-233122, hereinafter called the "SECOND PARTY / DEVELOPERS" (which terms and expression shall include and mean its successors, nominees, assignees and all those claiming through them) OF THE SECOND PARTY.

WHEREAS the First Party has represented and held out to the Second Party that the First party is the absolute owner in possession of all that land admeasuring Khewat No. 27/32, Jamabandi year 2018-2019, Mutation No. 832, Mustkil No. 19 Killa No. 24/1 (2-11), 25(7-7), Mustkil No. 20 Kila No. 21/2 (4-3), Mustkil No. 28 Kila No. 1/2 (3-17) kitta-4, Total land 17 Kanal 18 Marla situated at Village Babupur, Sector - 106, Tehsil & Distt. Gurgaon, Haryana.

(Hereinafter referred to as "THE SAID LAND").

AND WHEREAS the First Party/ Owner has represented that the First Party understands that in the new Master Plan the said land has been zoned as Residential and the same has been shown as such in the proposed Master Plane Gazette Notification published by the Government of Haryana.

AND WHEREAS the First Party has represented to the Second Party that the said entire land is freehold and is zoned as residential in nature and the Owner/ First Party have clear and marketable title to the same. The said land is free from all or any encumbrance (s), liens and/ or charges and is not subject matter of any litigation or prior agreement and that there is no impediment on the part of any of the owners which can prevent the owner from entering into this Development Agreement for the development of the said Project.

AND WHEREAS the First Party/ Owner had represented that the said land can be developed as Township/ Colony consisting of residential (Plotted), residential (Group Housing)/ Affordable (Group Housing)/Deen Dayal Jan Awas Yojna/ commercial and/ or for any other development as may be permitted under the provision (s) of the proposed Master Plan (HEREINAFTER REFERRED TO AS SAID PROJECT) after obtaining appropriate license/ change of land use from the concerned authorities under the Government of Haryana.

AND WHEREAS the Second Party has represented and held that they are in the field of developing and marketing and are well experienced and have ample resources and technical expertise to develop the Project in view and have offered their services to the First Party, for the Development of their land as well provided



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Reg. No.

Reg. Year

Book No.

6683

2022-2023

1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- ARVINDER SINGH 

दावेदार :- thru RAJEEV SAXENA OTHERMS AGRANTE REALTY LTD 

गवाह 1 :- SATISH KUMAR 

गवाह 2 :- DEVESH SHARMA 

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6683 आज दिनांक 29-08-2022 को बही नं 1 जिल्द नं 73 के पृष्ठ नं 104.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2049 के पृष्ठ संख्या 85 से 87 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 29-08-2022

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उप/सयुक्त पंजीयन अधिकारी (गुरुग्राम)

the First Party agrees to entrust their land to the Second Party and pool / merge their land in the common pool along with other owners for the development of the Project as Township / Colony consisting of residential (Plotted), residential (Group Housing.) / Affordable (Group Housing) / Deen Dayal Jan Awas Yojna / commercial and/ or for any other development as may be permitted under the provision (s) of the proposed Master Plan.

AND WHEREAS the First Party / Owner are desirous of developing their land into the said Project.

AND WHEREAS believing the assurances held out by the second party the First Party has agreed to tie up with the Second Party for the development of their land along with the other co-owners with which the Second Party has made arrangement and the First Party hereby agrees to entrust the said land the second party / Developer and have agreed to give a free hand to the developer to make such applications as may be desired for the development of the Project in view to which the First Party will be a willing party and shall render all cooperation and assistance in the project in which the land of the First Party is included.

AND WHEREAS the parties have broadly agreed to the following terms and conditions on which the Proposed Township / Colony would be developed by the Second Party / Developer.

NOW THEREFORE THIS COLLABERATION AGREEMENT WITNESSETH AS UNDER:

1. That the First Party/ Owner hereby agrees and undertakes to join hands with the other co-owners of the land as may be desired by the Developer and sign and execute all the required applications, undertaking, execution of authority / power of attorney and / or any other document as may be required to be signed for procuring and / or follow up of the required Licenses), Permissions and sanctions for the intended Project from the Competent Authorities .
2. That the Second Party / Developer shall develop, construct and complete the total development and construction of the said Land of the First Party (Which will be a part of the pool of the total land of the intended Project) at its own cost and expense after procuring requisite licenses, permissions, approvals, changing land use (CLU), sanctions, wherever required from the concerned authorities to develop the Project.
3. That all licenses, approvals, sanctions etc. Whenever required for development on the said land shall be procured by the Developer at its own cost and expenses. All expenses towards scrutiny fee, internal development charges, and any other charge etc. payable to the concerned authorities shall be paid by the Developer alone, provided always that all the external development charges as may be levied on the Project by the authorities shall be paid by the Developer alone provided always that all the external development charges as may be levied on the Project by the authorities shall be borne and paid by the parties in proportion to the share


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allotted/ held / owned by them in the Project.

4. That the Developer shall apply for the requisite and necessary License/ permission/ approval to develop the said project over the said land within the applicable time line as prescribed under the applicable provisions for develop the said project from the date of execution of the present Collaboration Agreement and shall complete the entire Project within stipulated time as prescribed by the sanctioning development Authority/HUDA/DTCP, Haryana.
5. That it is agreed between the parties that in lieu of Developer's agreeing to develop the entire Project i.e. a Township/ Colony consisting of residential (Plotted), residential (Group Housing)/ Affordable (Group Housing)/Deen Dayal Jan Awas Yojna / commercial and/ or for any other development as may be permitted under the provision (s) of the proposed Master Plan. as per sanctioned building plans and after obtaining all the requisite permission and sanctions at its own cost and expense, the parties have agreed to share the entire built up residential area, residential plots/ Affordable project/Deen Dayal or any other development as applicable and decided by the developer as proposed FAR/ Future expansion of FAR/ commercial FSI (Floor Space Index)/ FAR group housing including the common areas, services, roads, open areas and others services in the manner appearing here under as per Govt. Policy.
6. That it further agreed to between the parties
 - a. That upon execution of the Collaboration Agreement the owner has handed over possession of the said land to the developer for the purposes of development of the intended Project. That, it is also agreed by and between the parties that this collaboration agreement is irrevocable and no terms & condition agreed upon by and between the parties shall be alter, modify & inserted.
 - b. That the Developer shall prepare all the drawings, plans, and shall appoint competent Architect(s), Contractors, maintenance Agencies and other technical staff in order to execute the project.
 - c. That the Developer alone will be responsible for all the staff/ labour etc. employed by it for the Project and would keep the Owner completely harmless and indemnified against all or any injuries/ damages/ losses/ claims etc.
 - d. That the Owner shall execute the required Power of Attorney in favour of the nominee of the Developer enabling them to secure the necessary permits/ permissions and to do other acts, deeds, things, as may be necessary for the completion of the Project.
 - e. That the pursuance of the foregoing the First Party hereby authorizes and empowers the Second Party to develop the Said Property into the said intended Project at the cost of the Second Party as set out here below.

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7. **RELATIVE INTEREST OF THE PARTIES:** The first Party Permits the Second party to enter upon the said Property and construct the said Project thereon. The Second Party shall develop the said Project on the said land at its own cost and expense as per sanctioned lay out plans and building plans and allot and deliver plots/ space as per approved plan and sanction guide lines.

The remaining area of the project out of the pooled land of the First Party shall be retained and possessed by the Developer/ Second Party all the open areas, common areas, common facilities shall be retained by the Developer and owner will have rights to enjoy the same rights in all common areas.

8. **MAINTENANCE OF THE PROJECT:** That over all maintenance of the entire Project shall be entrusted to the Second Party who will be fully responsible and entitled to maintain the said Project and charge maintenance charges in its discretion. Since the maintenance of the said Project will be responsibility of the Second Party the ownership of the entire common areas for the entire building.' Project utilized for common facilities/ corridors/ including all the other utility area, which is not saleable area shall all stand transferred to the Second Party of their nominees of which Second Party alone shall be the exclusive owner.

9. **OBLIGATIONS OF THE FIRST PARTY:** The first party shall perform the following obligation:

- a. Not to cause any let or hindrance for development of the said land and the Second Party has been permitted to enter into and develop the said land as per the scheme.
- b. To carry out such acts, Deeds and things as may be reasonably required by the Second Party; at the Cost of the Second party in order to successfully develop the Said land into the said PROJECT and the First Party shall rectify if any in their title to the Said land. To execute a Power of Attorney in favour of the Second Party, empowering it to apply for and obtain Licenses and Plans, to represent the First Party before the Development Authority, State and Central Government, Municipal Authorities, Urban Arts Commission, Fire Force Departments, Water Supply and Sewerage Board and Telecommunication Authorities and other Statutory Authorities, which power shall not be revoked during the term of this agreement.
- c. To extend all co-operation and assist to obtain Licenses/ Sanction of plan from the concerned authorities for the development and construction of the said Project and for the purpose to sign and execute all the papers/ documents/ applications etc. at the cost of the Second Party.

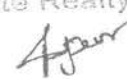
10. **OBLIGATION OF THE SECOND PARTY:** The Second Party shall at its own cost and expenses perform the following, namely;


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- a. To prepare and finalize the plans and applications required for the construction of the said Project on the said Land.
- b. To take all necessary steps to obtain sanction to the building plans from the Authorities or from all such other statutory authorities.
- c. To develop at its own cost and expenses, the said project on the said and after obtaining necessary approvals, sanctions, license etc. In accordance with the existing bye-laws.
- d. To obtain necessary permission/ sanction from the competent authority for change of land use, from agriculture to residential.
- e. Deliver on set of sanctioned plan of the scheme to the First Party within (15) Fifteen days the same is obtained.

APPOINTMENT OF ARCHITECTS, CONTRACTORS, ENGINEERS: The Second Party will be entitled to engage Architects, Engineers, Contractors and other as it deem fit to execute the construction work; however, in case of any disputes between the Second Party and its contractors, architects, engineers and other workmen, suppliers of materials, the same shall be at the cost of the Second Party and the First Party shall in no way suffer any losses on the Account.

11. **BUILDING PLAN:** The Second Party at its cost shall draw the building plans/ drawing/ designs etc. As per the building bye-laws, rules and regulations for construction of the said Project and submit the same to the Municipal Authorities or any competent authority for sanction/ approval.
12. It shall be the exclusive responsibility of the Second Party to obtain no objection certificate and all necessary clearances from the statutory authorities at its cost and to meet the cost of preparation of the plans and getting them sanctioned for construction of the said Project on the Said Land.

The Second party is entitled to make such modifications additions deletions etc. In the sanctioned plan either as directed/ required by the authorities concerned or due to technical or other exigencies, however, in accordance with the Bye-Laws of the Municipal Authorities or any competent authority and without causing any prejudice to the interest of the First Party.

13. **COMMENCEMENT OF DEVELOPMENTAL WORK:** The second Party shall commence the development work on the said land within (60) Sixty days from the date of receiving the required License and other permissions and sanctions from the authorities and shall complete the Projects within months from the date of commencement subject to force majeure. The Second Party shall have sole discretion in the selection of construction and other related techniques of

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construction etc. and that the First Party shall not interfere with the same. However, the Second Party has assured and held out to the First Party that the construction material used will be of ISI standard.

- 13.1. The First Party shall extend full co-operation to the Second Party to complete the development and completion of the said Project undertaken by it. The First Party shall not create any impediments or obstruction in the way of the Second Party in developing or construction the said Project.
14. **ASSIGNMENT OF DEVELOPMENTAL WORK:** The Second Party shall be entitled to entrust the construction work to such person or companies they deems fit, provided and I or shall be fully authorized to assign this PDA to some other agency PROVIDED ALWAYS that the Second Party alone shall be liable to fulfil the commitment made herein qua the first Party and further shall ensure that the rights of the First Party are not prejudiced in any manner.
15. **MOBALISATION OF WORK FORCE & PAYMENTS:** The Second Party shall at its own cost and expense mobilize the work force necessary to carry out 'the work undertaken by it as hereunder. The Second Party shall meet costs of all construction materials and shall be solely responsible for the payment of wages, ESI, provident fund and all other statutory dues to the workmen employed and sub-contractors as employed by him for execution and construction work undertaken by him under this Agreement The First Party shall in no way be liable to make payments including that of wages, any statutory payments etc. or to compensate the workmen for any injuries or loss sustained to the workmen employed by the Second Party.
16. **COMPLETION OF PROJECT:** It is further mutually agreed that the Second Party shall complete the construction of the said Project and development of the Said Property in all respect for human habitation within stipulated time as prescribed by the sanctioning development Authority/HUDA/DTCP, Haryana from the date of commencement of the project. However, he Second Party shall be entitled to an extension of time by another Six (6) months for securing completion of the construction of the said Project, if the delay, in completion of construction is caused by reasons beyond the control of the Second Party such as acts of God and force majeure.
17. **HANDING OVER OF OWNERS SHARE:** The Second Party shall handover the First Party/Owner share their share in the said Project on completion of the Project in accordance with the terms herein agreed.
18. **OTHER TERMS:** The First Party and the Second Party have further agreed as follows:
 - a. The Second Party shall deliver the first Party/Owner's share in terms of developed plots/ space in lieu of the land herein pooled, the details of which is given above, and the Second Party shall retain its share of the developed plots as well as other areas in the said Project together with other areas as fully described above in the Said Property and the First

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Party shall sign and execute all the title documents etc. as may be required to be done for effectively conveying the share of the Second Party in their favour of their nominee(s).

- b. The First Party and the Second Party shall be respectively entitled to enjoy retain, lease or dispose of their respective shares in the said Projects to be constructed on the Said land to any person or persons at such time at whatever price they deem fit. The respective parties shall alone be entitled to the proceeds of their respective shares and may appreciate the same in any manner they deem fit. Neither party hereto shall have right over the area allotted to the other party to this Agreement.
19. **EXECUTION OF POWER OF ATTORNEY:** The First Party shall execute a General Power of Attorney in favour of the Second Party or its nominee or nominees and if so required by the Second Party register the same, empowering the Second Party or its nominee or nominees to approach the Municipal Authorities or such other competent Authorities get the required permissions and sanctions, and for performing or executing development and completion of the said Project on the Said Land.
20. **POWER TO SELL THEIR RESPECTIVE SHARE:** The First Party hereby give their express consent that the Second Party shall have the freedom to enter into Agreements with the prospective purchasers for transferring or leasing the saleable area falling to the share of the Second party in the said Project. The Second Party shall have the right to collect any amount as consideration for the above Agreements from the prospective purchasers in its name and appropriate the same provided however, the Second Party or any one claiming through such party shall have no interest in the Said Land till such time the development is complete in all respects, The First Party shall execute and register the Sale Deeds in respect of the share of the Second Party in the Said Project either divided or in undivided shares in favour of the Second Party or its nominees PROVIDED ALWAYS that the Second Party in no manner whatsoever shall offer for sale or lease or encumber in any manner the portion/share of First Party in the Project.
21. The Stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of Deeds of Conveyance and/ or other documents relating to the share in the said Project. The Said Property agreed to be conveyed to the nominees or assignees of the Second Party shall be borne by the Second Party.
22. **ADVERTISEMENT FOR SALE:** The Second Party shall be entitled to erect boards in the Said Property or to advertise in newspaper or any other media for the sale of saleable area and market the same in any manner they may deem it fit. PROVIDED ALWAYS that none of the parties shall encumber other share in the said property.
23. **PAYMENT OF DEPOSITS ETC.:** The First Party and/or their transferees or successors-in-title hereby agree to reimburse their proportionate share of the

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security deposits payable in respect in respect of their share of saleable area to the Municipal Authorities, if any and also their share of property taxes for the colony within (15) Fifteen Days from the date of payment made by the Second Party. In case the First Party fails to reimburse the amounts payable at the rate of 12% per annum calculated from the date of due till the date of payment. The Second Party shall pay its share of security deposits payable to the Municipal Authority, for its share in the said Project.

24. **PAYMENT OF SALES TAX, SERVICE TAX AND VALUE ADDED TAX:** The parties shall bear and pay in proportion to the share in the project held and owned by each party all Service Tax/ VAT/ Sales Tax or any other Tax or Levied which may be existing or imposed in future for all construction, maintenance, development expenses incurred.
25. **MAINTENANCE OF THE SAID PROJECT AND PAYMENT OF MAINTENANCE CHARGES:** It is hereby agreed by the First Party that entire maintenance of the said. Project shall be the right or the Second Party and the Second Party alone shall decide in its discretion the monthly maintenance charges to be collected from each occupant. It is hereby agreed by the First Party that from the date the possession of the Owner 's share in handed over the Second Party, the First Party shall bear and pay proportionate monthly maintenance expenses for common areas and facilities to the Second Party or to its nominees. The First Party shall on completion of the Owners share as mentioned here above and on receiving an intimation from the Second Party pay all out goings and general expenses in respect of the 'Owner's Share' of the property such as insurance, Municipal expenses , Taxes or cess, electrical and water tax charges or deposits in respect of meters, maintenance charges , charges towards maintenance of the said Project and its common areas/ facilities. It is mutually agreed between the parties that overall management of the said entire Project and the amounts received towards common expenses from the Owner shall absolutely, vest with the Second Party shall hand over original title deeds to the maintenance Agency/ Second Party for the benefit and use of the occupants of the Project.
26. **DEFECT LIABILITY PERIOD:** The First Party after taking possessions of their share in the said Property shall have no claim against the Second Party in respect of any alleged defect in work in the said Project under any circumstances however in the event of any structural defects being informed by the First Party in writing a period three months from the date of possession or Occupation Certificate of the Owners Constructed Area whichever is earlier, the Second Party will attend to the same. However, cracks in plaster being natural phenomenon shall not be considered as defect. Warranty for all other consumables or equipment like generators & lifts will be provided by the respective manufacturers on their standard terms.
27. **CUSTODY OF ORIGIANL TITLE DEEDS:** The Second Party shall keep in safe custody all the original documents of title pertaining to the Said Land.

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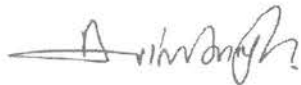

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28. **NAME OF PROJECT:** The Second Party alone shall decide the name of THE SAID PROJECT to be developed on the Said Land.
29. **OTHER TERMS:** All taxes, cesses and other payments due to the Municipal Corporation and other Government bodies till the date of this Agreement have been paid by the Owners/ First Party and during the development the same shall be payable by Second Party and completion of the Project the same shall be paid by the parties in proportionate to the share held and owned by them.
30. That the parties hereto shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the area and/ or proceeds thereof under this Agreement.
31. That no agent or representative of the parties has any authority to vary the terms and conditions contained herein or to make any representation, statement, warranty or Agreement not expressed herein except through return amendment or modification executed by duly authorized representatives of the parties.
32. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces any oral or written understanding, agreements, or representations between the parties.
33. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them at their free will
34. That any notice, letter or communication to be made, served or communicated unto First Party under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed to the First Party in this behalf and sent by registered Post. Similarly, any notice, letter or communication to the Second Party/Developer will be deemed to be made, served or communicated only if the same in writing and addressed and sent by registered Post to the above-mentioned address of the Second Party at or to the address or to any other such address so intimated by the Second Party to the First Party for this purpose.
35. The failure of any part to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. This Agreement can be enforced in parts.

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36. That the courts at NEW DELHI shall alone have the jurisdiction to entertain any dispute between the parties to be exclusion of all other courts.
37. That this Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the Laws of India.
38. That the First Party/Owner undertake not to encumber/transfer, the right, title or interest in the said plot to any party during the validity period of this Agreement.
39. This Agreement shall not constitute partnership between the parties.
40. **INDEMNIFICATION:** The First Party hereby confirm that their title to the Said Property is good, marketable and subsisting and that none-else has any right, title, interest or share in the Said Property and that the Said Property is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or acquisition proceedings or charges of any kind or any tenancy claims as on the date of signing this Agreement, and the Second Party is satisfied with the same. The First Party shall keep the Second Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings or Third Party claims that may arise against the Second Party on account of any defect in or want of title on the part of the First Party or on account of any delay caused in rectifying the defect in title at the instance of the First Party and shall also make good the loss of cost of construction, arising out of defective title or on account of acts or omissions or commissions on part of the First Party. The Second Party shall immediately, after coming to know about the defect in title or Third Party claims or any acts or omission or commission by the First Party, shall make a written claim to the First Party who shall answer and settle or clear such claim/ claims, within (30) Thirty Days of service of notice on the First Party and prevent any delay in development of the Said Property and/ or sale by the Second Party. Any such claim shall be a charge on the Owner's share and period of delay in resolving the same by the First Party will be added to the period of completion of the construction. If the first Party fails to rectify the defect in title for a period of (3) Three months from the date of claim, in such an event, the First Party shall make good the cost of construction and development and immediately refund the consideration received under this Agreement.
- a. The First Party shall be kept indemnified and harmless by the Second Party against any loss, liability, cost or claim, action or proceedings that may arise against it or its share of constructed area by reason of nay failure on the part of the Second Party to discharge its liabilities/ obligations under this Agreement or towards purchasers of saleable area with whom the Second Party has entered into Agreements executed by the First Party or on account of any act of commission or omission in using the Said Property or putting up the construction.

For Agrante Realty Ltd.

Authorized Signatory



Attested
for Sub Registrar
Gurgaon

For Agrante Realty Ltd.


Authorized Signatory

30 AUG 2022

41. **BREACH AND CONSEQUENCES:** In the event of breach by either party to this Agreement, the other party (the aggrieved party) shall be entitled to specific performance of the contract and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach from the party committing breach.
42. That it is expressly agreed upon and understood between the parties that if for any reason the required License for any reason is not sanctioned and/ or if for statutory direction or law the intended Project is not feasible then in that event this agreement shall come to an end.
43. **PAYMENT OF STAMP DUTY & REGISTRATION CHARGES ECT.**
- a. The Parties shall bear and pay the stamp duty, legal fees and other expenses for this Development Agreement in proportionate/ pro rata to their share.
- b. The Stamp duty and registration charges in respect of the registration of this Agreement/ Sale Deeds/ Power of Attorney pertaining to the share of the Second Party, as contemplated above, shall be borne by the Second Party or its nominee's as the case may be and that in respect of the saleable area fallen to the share of the First Party by the First Party themselves and/ or their nominee's.
44. **AMENDMENT:** This Agreement may not be amended except by an Agreement in writing signed by the authorized representatives of both the Parties.
45. **ENTIRE AGREEMENT:** Subject to further Agreements envisaged in this Agreement hereto above, this Agreement constitutes the entire Agreement of the Parties and there are no other premises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreement, Arrangements and undertaking between the parties to this Agreement in relation to the subject matter.
46. **GENER/ PLURAL/ SINGULAR:** Any reference made to the parties herein in singular, or plural or any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.
47. **HEADINGS:** The headings given to the clauses are for purposes of convenience only and shall not be used as interpretation of the terms of the agreement.

Arthur Smith

For Agrante Realty Ltd.

Authorized Signatory

Attested
for Sub Registrar
Gurgaon

For Agrante Realty Ltd.

[Signature]
Authorized Signatory

30 AUG 2022

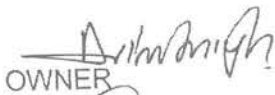
Mutually agreed share of parties in ready stock/apartment or Revenue Realisation from the project.

OWNER 50%

DEVELOPER 50%

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

For Agrante Realty Ltd.


OWNER


Witness 1

Satish Kumar

H.No. 125, School Road
Rambhara, Delhi-35


29/08/2022


Authorized Signatory
DEVELOPER


Witness 2

Devesh Sharma

H.No. 4620 Sector-23A
Gurgaon

For Agrante Realty Ltd.


Authorized Signatory

Attested

for Sub Registrar
Gurgaon

30 AUG 2022

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 24/01/2022

Certificate No. GOX2022A3120



Stamp Duty Paid : ₹ 1173000
(Rs. Only)

GRN No. 86594582



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Harpal Singh

H.No/Floor: P8/5

Sector/Ward: Na

LandMark: Dlf city phase 2

City/Village: Sikanderpur gh

District: Gurugram

State: Haryana

Phone: 88*****61

Others: Samta devi and mukul yadav and vitul yadav



Buyer / Second Party Detail

Name: Agrante Realty Ltd

H.No/Floor: Unitno122

Sector/Ward: 21

LandMark: Suncity trade tower

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 88*****61

Purpose: COLLABORATION AGREEMENT

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

COLLABORATION AGREEMENT

Stamp Duty : Rs 17,91,000/-

Stamp No. : GRN No. 86594582 & GRN No. 86432027

Date : 24.01.2022 & 18/01/2022

Issued by : Haryana EGrass Online

THIS AGREEMENT OF COLLABORATION is executed at Gurgaon on this 25th Day of January 2022

BETWEEN

Landowners 1). Shri Harpal Singh S/O Prahlad 2.) Samta Devi W/O Harpal Singh. 3) Mukul Yadav and 4). Vitul Yadav R/O P 8/5 DLF phase 2 Tehsil & Distt. Gurgaon (hereinafter collectively called the "OWNERS" which expression unless

Samta yadav
Shri Harpal Singh
Mukul Yadav

For Agrante Realty Ltd.

[Signature]
Authorized Signatory

For Agrante Realty Ltd.

[Signature]

Authorized Signatory

प्रलेख न:9839

दिनांक:25-01-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील गुरुग्राम

गांव/शहर बाबूपुर

धन संबंधी विवरण

राशि 89550000 रुपये

स्टाम्प ड्यूटी की राशि 1791000 रुपये

स्टाम्प नं : G0X2022A3120

स्टाम्प की राशि 1173000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:86432194

पेस्टिंग शुल्क 0 रुपये

DeficiencyStampno:
G0R2022A2706

DeficiencGrmno: 86432027

DeficiencyAmt: 618000

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनांक 25-01-2022 दिन मंगलवार समय 3:33:00 PM बजे श्री/श्रीमती /कुमारी
HARPAL SINGH पुत्र PRAHLAD SAMTA पत्नी HARPAL SINGH MUKUL YADAV पुत्र HARPAL SINGH VITUL
YADAV पुत्र HARPAL SINGH निवास , द्वारा पंजीकरण हेतु प्रस्तुत किया ग ।

Smitayada
Harpal Singh
Mukul Yadav

[Signature]

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

हस्ताक्षर प्रस्तुतकर्ता

HARPAL SINGH SAMTA MUKUL YADAV VITUL YADAV

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS AGRANTE REALTY LTD thru *[Signature]* R.VINDER SINGHOTHER हाजिर है ।
या

प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SURENDER KUMAR पिता BHAGAT
RAM निवासी VPO DHARAMPUR GGM व श्री/श्रीमती /कुमारी DEVESH SHARMA पिता RAJA BABU SHARMA
निवासी 3 ADRASH NAGAR UP ने की ।

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

For Agrante Realty Ltd.

Authorized Signatory

[Signature]
उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

A

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 18/01/2022

Certificate No. GOR2022A2706

GRN No. 86432027



Stamp Duty Paid : ₹ 618000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Harpal Singh

H.No/Floor: P8/5

Sector/Ward: Na

LandMark: Dlf city phase 2

City/Village: Sikanderpur gh

District: Gurugram

State: Haryana

Phone: 93*****10

Others: Samta devi and mukul yadav and vitul yadav



Buyer / Second Party Detail

Name: Agrante Realty Ltd

H.No/Floor: Unitno122

Sector/Ward: 21

LandMark: Suncity trade tower

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 93*****10

Purpose: COLLABORATION AGREEMENT

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

repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assigns etc.) the party of the **FIRST PART**.

AND

M/s Agrante realty ltd 122 Ist. Floor sun city trade tower sector 21 udog vihar Gurugram through its Managing director Arvinder singh s/o late Shri Raghubeer singh r/o 905 Mahagun maestro sector 50 Noida who has been empowered to execute this agreement vide Board Resolution dated 24th January 2022 (Hereinafter called the "DEVELOPERS" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, and nominees and permitted assigns etc.) the party of the **SECOND PART**.

Sanjayade
Yadav

For Agrante Realty Ltd.

Authorized Signatory

For Agrante Realty Ltd.

Authorized Signatory

Reg. No.

Reg. Year

Book No.

9839

2021-2022

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- HARPAL SINGH SAMTA MUKUL YADAV VITUL
YADAV Santayadav Yadav

दावेदार :- thru ARVINDER SINGH OTHERMS AGRANTE REALTY
LTD Arvinder Singh

गवाह 1 :- SURENDER KUMAR Surender Kumar

गवाह 2 :- DEVESH SHARMA Devesh Sharma

प्रमाण पत्र

उप/सयुक्त पंजीयन अधिकारी

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9839 आज दिनांक 25-01-2022 को बही नं 1 जिल्द नं 61 के पृष्ठ नं 147.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1800 के पृष्ठ संख्या 60 से 62 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस प्रस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं |

दिनांक 25-01-2022

उप/सयुक्त पंजीयन अधिकारी(गुरुग्राम)

For Agrante Realty Ltd.

Authorized Signatory

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

- A. That WHEREAS OWNERS owned a land bearing rectangle no. 19//kila no. 15/2 (2 kanal 03merla),16/1(05 kanal 12 merla) , 24/2,(0 kanal 18 merla) rectangle no. 29 // kila no 4/1 (1 kanal 13 merla),kila no 4/2 (8 kanal 05 merla), kila no. 7/1(7 kanal 11 merla), kila no. 8/1 (2 kanal 09 merla), kila no. 14/1 (1kanal 01 merla)kila no. 26 (0 kanal 05 merla) Admeasuring 29 kanal 17 merla, Situated in revenue estate of Village Babupur Tehsil & Distt. Gurgaon, (hereinafter referred to as "Said Land" for the purpose of this collaboration agreement)
- B. That beside the Owners land, the DEVELOPERS acquired land bearing rectangle no. 19//kila no. 24/1 (2-11),25(7-7), rectangle no. 20 // kila no 21/2 (4-3) Rectangle No 28// kila no 1/2 (3-17),) Admeasuring 17 kanal 18merla, Situated in revenue estate of Village Babupur Tehsil &Distt. Gurgaon and Land bearing rectangle no. 28//killa no. 17/1/1 (4-1) measuring 4-1 Situated in revenue estate of Village Dharampur Tehsil Kadipur Distt. Gurgaon total measuring 21 kanal 19 merla. in the name of Sh. Arvinder Singh s/o Sh. Raghveer Singh MD M/s Agrante realty ltd.
- C. The total land for the purpose of this Project Shall be counted as Total Admeasuring 51 kanal 16 merla (29 kanal 17 merla owners land Plus 21 kanal 19 Marla Developers land)

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the OWNERS have a perfect and legal title to the Said Land and are fully entitled in law to deal with the same.

WHEREAS in view of their track record and expertise in real estate development, the OWNERS have approached the DEVELOPER for development of the Said Land as Residential Housing Project as per the policy of Deendayal Awas Yojna of Government of Haryana on collaboration basis at the expenses of the DEVELOPERS/ 2nd party only.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned:-

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

1. That the subject matter of this collaboration agreement between the OWNERS and the DEVELOPER is the said land admeasuring 29 kanal 17 merla situated in revenue estate of Village Babupur Tehsil and District Gurgaon for utilizing the same for construction and development of the same as Residential Housing Project as per the policy of Deendayal Awas Yojna of Government of Haryana by the DEVELOPER.

Sanjay Kumar
Sanjay Kumar
Sanjay Kumar

For Agrante Realty Ltd.

Authorized Signatory

For Agrante Realty Ltd.

Authorized Signatory

2. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licenses, CLU, permissions, sanctions and approvals of all competent authorities/agencies for developing of an Deendayal Housing Project. All the expenses including EDC/IDC and all types of charges involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPERS only.
3. That the Building Plans for the proposed Residential Housing Project as per the policy of Deendayal Awas Yojna of Government of Haryana shall be in accordance with conformity with the Zonal Plan and the Rules and bye-lays of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed/applicable pertaining to the said land as may be in force in the area. The said building plans for the said Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Housing Project under the said scheme and get them approved/sanctioned from the competent authority(s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the construction on the said land of the proposed Deendayal Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement as per government rules and bylaws.
5. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER.
6. That the cost of construction of the said Housing Project including the charges and fees of the architects, consultants, engineers, contractors, labors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, raising of construction, obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges, all types of miscellaneous expenses and enhancements thereof shall be paid by the DEVELOPERS only.
7. The OWNERS shall grant an irrevocable registered Special power of attorney to the DEVELOPER for obtaining permission for change of land use, procuring

Santopalan
For Agran...
Authorized Signatory

[Signature]
 For Agran... Realty Ltd.
 Authorized Signatory

For Agran... Realty Ltd.
[Signature]
 Authorized Signatory

license, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction of the project only , however it is made clear here that the said Special Power of Attorney shall not create any type of lien/charges on the property and shall not alienate the same or any part thereof in any manner


8. That it is further admitted by the OWNERS that the attorney referred to above is being executed/registered in accordance with Section 202 of the Indian Contract Act, 1872.
9. That, the registered Special power of attorney to be given to the DEVELOPER for obtaining sanction of site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of on areas forming part of the project only of the said housing Project as per government policy, shall not be cancelled by the OWNERS. The Power of Attorney shall also authorize the DEVELOPER to exercise all rights excluding creating Charges/lien of alienate the same or any part thereof under this Collaboration Agreement.
10. That the parties mutually agreed that the DEVELOPER is proceeding to deposit total amount Rs 1,75,00,000/- (One Crore Seventy Five Lacs only) per Acres totaling to 6,52,96,878/- (Six Crore Fifty Two Lacs Ninty six Thousand Eight Hundred Seventy Eight Only) towards non-refundable and non-adjustable deposit in the following manner:

<u>Sr.No.</u>	<u>Cheq/DD/RTGS,</u>	<u>Drawn on Dated</u>	<u>In favour of</u>	<u>Amount in Rs.</u>
1	UBINH21247003842	04/09/2021	Harpal Singh Yadav	Rs 20,000.00/-
2	UBINH22024384090	24/01/2022	Harpal Singh Yadav	Rs. 1,00,00,000/-
3	UBINH22025424851	25/01/2022	Harpal Singh Yadav	Rs. 72,10,938/-
4	Cheque no. 001428	25/04/2022	Harpal Singh Yadav	Rs. 1,16,98,438/-
5	DD.NO. 448831	24/01/2022	Samta Yadav	Rs. 72,10,938/-
6	Cheque no. 001426	25/01/2022	Samta Yadav	Rs. 1,00,00,000/-
7	Cheque no. 001429	25/04/2022	Samta Yadav	Rs. 1,15,98,438/-

Samta Yadav
Signature
Handwritten

For Agrante Realty Ltd

 Authorized Signatory

For Agrante Realty Ltd.

 Authorized Signatory

8	Cheque no. 001427	25/01/2022	Vitul Yadav	Rs. 27,89,063/-
9	DD.NO. 448830	24/01/2022	Mukul Yadav	Rs. 27,89,063/-

The above said amount of Rs. 65296878/- shall not be adjustable on any account, nor shall be refundable in any circumstances.

11. That the DEVELOPERS shall apply for the license to develop the residential project as per Deendayal Awas Yojna Housing Project scheme on the Said Land, immediately on the opening of the window for applying the same by Town and country planning department Haryana/ Concerned authority, just soon after the execution and registration of this agreement. The DEVELOPER shall complete all formalities whatsoever for obtaining permission for change of land use/license etc, on his expenses and resources.

12. That in case the permission for change of land use/license is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of license and on this account the DEVELOPER is unable to obtain the requisite permission for development of the said land except the technical problem is occurred or arising of such circumstances which is not in the control of Developer, even in that event, owner shall not be liable to refund the above said amount detailed in above paid by the Developer and above said land shall be deemed to be free from all the term and conditions of this collaboration agreement, at the same on such event Owner shall not claim any compensation from the Developer.

However it is agreed between the parties that if any ban/restrictions on the grant of required license/construction for the development of the project is/shall imposed by the Govt/law of the land. then such time of ban/ restriction period shall deemed to be extended for the purpose of execution for all the terms of this agreement.

13. That the No liability, however, will be passed to the OWNERS for any expenses incurred by the DEVELOPER. That in case any amount/fees/bank guarantee deposited with the government/ any other authority and which is refunded to the OWNERS, the same shall be returned to the DEVELOPER within seven days of the receipt of the same, on a written information from the developer in this regard, and in the event of any delay beyond this period the OWNERS will pay an interest @ 12% per annum on the amounts so received.

Sanjay Yadav
Mukul Yadav
Vitul Yadav

[Signature]
 For Agrante Realty Ltd.
 Authorized Signatory

For Agrante Realty Ltd.
[Signature]
 Authorized Signatory

14. That the OWNERS have handed over actual physical and vacant possession of the aforesaid land to the DEVELOPER at the spot for promotion, development, construction, of the project and by virtue of this collaboration agreement the Developer is now in actual possession of the land.
15. That the DEVELOPER shall proceed to start the project development work after grant of sanction of building plan from the concerned authority/ies and shall thereafter complete the owner's share of the Project within 48 months there from and/or such extended period as may be mutually agreed between the parties or extended by RERA on mutual application. If the completion of the Project is delayed for any reason like earthquake, lightening or any order or notification of the Government or Departmental delay or inaction or order of the statutory authorities which prevents the progress of the construction or for any reason as force majeure beyond the control of the DEVELOPER, the time shall be deemed to be extended for completing the said project to that extent. The necessary registration the project shall be carried out with Haryana Real Estate Regulatory Authority by DEVELOPERS on their expenses and resources.
16. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license for the proposed complex it is the condition of this agreement that after execution of this contract and/or obtaining of license and the required permission from the concerned authorities for construction on the said land, the OWNER or their nominees or their legal heirs will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER beside its other rights will be entitled to get the said agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the OWNERS and during such pendency of the suit the OWNERS shall not enter into any agreement with respect to the said land with any third party.
17. That the share of the owners shall be 40% and the share of the Developers shall be 60% in the developed project on owner's land i.e. 29 kanal and 17 merla more particularly described in para- A of this collaboration agreement and this property / land shall be subject matter of this agreement. However in addition to above arrangement Owners shall be entitled to get extra 75% commercial built up area out of the 60% share of the Developers as per FAR against surrendering the equal built up residential area to the developer based on FAR.
18. That it is agreed between the parties that Developer shall give / transfer 75% built up commercial area to the owners as per FAR achieved from its own land i.e. 21 kanal 19 Marla mentioned in para B of this agreement against surrendering the

Somrajpal

*Sharda
Mohan
Kumar*

For Agrante Realty Ltd.
For Agrante Realty Ltd. *[Signature]*
Authorized Signatory
Authorized Signatory

equal built up residential area to the developer based on FAR from their 40% share as mentioned in para no 17.

19. That it is made clear that the land details of the developers, described in para no. B of this agreement which is not a subject matter of this agreement and referred in this agreement for completion of the project and clarification of arrangements of commercial area sharing against surrendering of residential area by the owners from their own 40% shares as mentioned above. It is further clarified and agreed between the parties that- OWNERS shall not be entitled to claim any Share or shall not have any concern of the DEVELOPER's land or their constructed area- in the developed project on the DEVELOPER's land i.e. 21 kanal 19 marla as mentioned in para B except the above arrangement.
20. That in case floor area ratio is increased under the rules and regulations of Haryana State on additional expenses for raising construction against increased floor area ratio shall be incurred by the DEVELOPERS only.
21. That all rates, cesses and taxes due and payable in respect of the said land up to the date of this agreement shall be the exclusive liability of the OWNERS and thereafter the liability in this behalf shall be borne by the DEVELOPER.
22. That the OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and/ or such other authority concerned with the matter and further that the OWNERS shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement if not covered in SPA.
23. That the OWNERS undertake irrevocably to constitute the DEVELOPER through its authorized signatory Mr. Arvinder Singh as their lawful attorney by a separate SPA, for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of Deendayal Housing Project apartments in the building and for all purposes mentioned in the agreement and in the draft of power of attorney, approved by the parties hereto. On fully completion of the project the Owners shall execute necessary title transfer documents/SPA etc in respect share of the DEVELOPERS
24. That the BUILDER/DEVELOPER shall not be allowed to sale the units of the land owners share. After getting all the approval including HRERA permission, the

Sanjay
Manoj
Harsh
Arvinder Singh
For Agrante Realty Ltd.
Authorized Signatory
For Agrante Realty Ltd.
Authorized Signatory

- developer shall be permitted to sell / book / allot the units of his own share only after proper demarcation and/or allocation of specific units to the land OWNERS.
25. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or mishappening or carelessness any way resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPERS only and no liability on this account shall be fastened on the OWNERS in any manner.
26. That the OWNERS and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities proportionately as far as respective sale proceeds from the project are concerned.
27. That OWNERS have declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, authorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the OWNERS and that the OWNERS shall keep the said land free from all encumbrances, till date and full implementation of this agreement in all respect. The DEVELOPER has made enquiry that the land is fit for implementation of the proposed project entered into this agreement relying acting upon these declarations and representations/ undertaking of the OWNERS.
28. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to OWNERS are lost on account of any defect in the OWNERS title or any litigation started by any one claiming through the OWNERS or any one claiming title paramount to the OWNERS or on account of any other cause or cases whatsoever including outstanding(s) claim(s) taxes etc. on the OWNERS, THE OWNERS shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and/or intending buyers of whole or part of the built/unbuilt areas, car parking etc. The OWNERS expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built/unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNERS.
29. That the OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the

Sandayalov
For and on
behalf of
Madras
Madras

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said project, but the owner shall be at liberty to check the quality of building materials being used in the project. The developers shall not use the substandard building materials, goods and items in the project and shall use and maintain the standard quality items only.

30. The Developers shall develop and construct each and every plot/unit allocated to the OWNERS with maximum built up area as per approved building/site plans, entirely on the expenses of DEVELOPERS only as per specifications attached with this agreement as annexure-A which shall be the part of this agreement.
31. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire 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 authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land.
32. That this agreement is not and shall not however be deemed or construed 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.
33. That the parties hereto have agreed and undertaken to perform their part of the agreement 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 may be necessary for implementing or giving effect to the terms of this agreement.
34. That time shall be the essence of this agreement. If the DEVELOPERS failed to complete the Project within the period mentioned above resulting in to any type of damages/penalties/ interest etc. arises, the DEVELOPERS shall be responsible to make the same good for the entire project and OWNERS shall not be held liable for that.
35. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.

Secretary
For Agranter Realty Ltd.
For Agranter Realty Ltd.

For Agranter Realty Ltd.

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36. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
37. That if any provision terms of this Agreement 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 agreement and to the extent necessary to conform to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms according to the mutual consent of both the parties same may be amended.
38. That time is the essence of this agreement in getting the requisite licenses /CLU, permission, sanctions and approval of all competent authorities / agencies and for developing of andeendayal housing project or any other residential project solely on the entire cost of the developers.
39. To enter into a general loan agreement such as tripartite agreement, Quiptied agreement with any banking company facilitating home loans for the prospective allottees for the developer's share only. It is made clear here that liability/ies of the allootee'slien shallnot be transferred or burdned to the OWNERS.
40. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurugram subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
41. That the DEVELOPERS shall not transfer the rights of this agreement to any third party and also shall not transfer the shares of the company to the third party/ies, without the consent of the OWNERS in writing.
42. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER only.

For chd
myhand
Hofar
Sanjayvelar

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43. That this agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party in original.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

Witnesses

Executants

1. 
Mr. Surender Kumar
S/O Sh. Bhagat Ram
Vill- Dharpur,
Po- Daulatabad, Distt- Gurugram,
Haryana


1.) Shri. Harpal Singh S/O Prahlad
2.) Smt. Samta Devi W/O Harpal Singh,
3) Shri. Mukul Yadav and
4.) Shri Vitul Yadav
All are R/O- P 8/5 DLF phase 2 Gurugram.

2. 
Deyesh Sharma
S/o Sh. Raja Babu Sharma,
H. N.-3, Adarsh Nagar Rambal, Kalindi Nagar,
Kuberpur, Agra, UP-282006

For Agrante Realty Ltd.



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M/s Agrante realty ltd. through it's Managing Director
Mr. Arvinder Singh s/o late Shri Raghubeer singh r/o 905
Mahagun maestro sector 50 Noida UP

For Agrante Realty Ltd.



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ANNEXURE-A

S.N	STRUCTURE	FLOORING	W/A LIS	CELL NG	DOOR RS	WINDO WS	Others
1	Living/ Dining/ Passage	State of the art anti skid Porcelain Tiles	Acrylic Emulsion Paint on POP Punning	Acrylic Emulsion Paint, mouldings/ cornice decorative appearance	Entrance Polished teak wood frame and both faces veneered flush doors	UPVC/ Powder Coated Aluminium Glazing and Shutters	
2	Master Bedroom	Imported Laminated Wooden Flooring	Plastic Emulsion Paint Velve touch on POP Punning	Acrylic Emulsion Paint POP mouldings/ cornice decorative appearance	Polished Hard wood door frame with flush doors one side teak veneer and other side painted with synthetic enamel paint	UPVC/ Powder Coated Aluminium Glazing and Shutters	
3	Bedrooms	State of the art anti skid Porcelain Tiles	Plastic Emulsion Paint Velve touch on POP Punning	Acrylic Emulsion Paint POP mouldings/ cornice decorative appearance	Polished Hard wood door frame with flush doors one side teak veneer and other side painted with synthetic enamel paint	UPVC/ Powder Coated Aluminium Glazing and Shutters	
4	Kitchen	Modular Kitchen with State of the art anti skid Porcelain Tiles	Ceramic Tiles upto 2' above counter and acrylic emulsion paint in walls with POP base	Acrylic Emulsion Paint	Polished Hard wood door frame with flush doors one side teak veneer and other side painted with synthetic enamel paint	UPVC/ Powder Coated Aluminium Glazing and Shutters	Polished granite counter with SS sink and Jaquar or equivalent CP fittings
5	Toilets	State of the art anti skid Porcelain Tiles	Ceramic Tiles upto 2.2m and acrylic emulsion paint above on POP base	Acrylic Emulsion Paint	Polished Hard wood door frame with flush doors one side teak veneer and other side painted with synthetic enamel paint	UPVC/ Powder Coated Aluminium Glazing and Shutters	Polished marble counter with Jaquar or equivalent sanitary fixture and CP fittings
6	Balcony/ Terrace	Anti skid Ceramic Tiles	Exterior durable Paint	Acrylic Emulsion Paint		UPVC/ Powder Coated Aluminium Glazing and Shutters	
7	S Room	Ceramic Tiles	Oil Bound Distemper	Oil Bound Distemper	Hardwood Door Frame with painted Flush Panel	UPVC/ Powder Coated Aluminium Glazing & Shutters	
8	S Room Toilet	Ceramic Tiles	Ceramic Tiles up to 7ft with Oil Bound Distemper	Oil Bound Distemper	Hardwood Door Frame with painted Flush Panel	UPVC/ Powder Coated Aluminium Glazing & Shutters	
9	Lift Lobbies	Imported / Indian Marble	Granite/ Imported Marble Cladding around Lifts entrance. Acrylic Emulsion Paint in the remaining areas	Acrylic Emulsion Paint			High speed lift

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10	Staircases	Kotah Stone Steps/ Risers/ Floor/ Mid Landings	Oil Bound Disemper + above Stone work upto 2m Ht.	Oil Bound Disemper	Hardwood Frame with Fire Resistant Shutter	Door with Fire Flush	UPVC/ Powder Coated Aluminium Glazing & Shutters
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- 1 Lights- Ceiling lights, Wall Lights & Ceiling Fan to be provided in all rooms, Living Dining and Toilets
- 2 Geyser in Kitchen & bathrooms.
- 3 Exhaust Fans in Toilets and Kitchens.
- 4 Telephone Connections- Appropriate points will be provided in all rooms.
- 5 Switches – Contemporary and designer
- 7 Wiring – Technologically superior global standard wiring
- 8 Miniature Circuit Breakers.
- 9 Power Outlets.
- 10 Window height 7' in Every apartment

STRUCTURE AND SEISMIC CONSIDERATION

A Solid structure needs a sound framework.
 Confirms Seismic consideration, Earthquake Resistant RCC Framed Construction as per Zone II/V.

Signature 1
Signature 2
Signature 3
Signature 4

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