

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 06/07/2022

Certificate No. G0F2022G1601



Stamp Duty Paid : ₹ 1525000

GRN No. 92210666



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Kalash Bati

H.No/Floor : 171

Sector/Ward :

LandMark : X

City/Village : Shikohpur

District : Gurugram

State : Haryana

Phone: 99*****98

Others : Others



Buyer / Second Party Detail

Name : Mapsko Builders Pvt Ltd

H.No/Floor : 52

Sector/Ward : X

LandMark : North avenue road punjabi westbagh

City/Village : Delhi

District : Delhi

State : Delhi

Phone : 99*****98

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

1. Type of Deed : Collaboration Agreement
2. Village / City Name : Naurangpur,
Tehsil Manesar and District Gurugram, Haryana
3. Land Under Collaboration : 22 Kanal 11 Marla
4. Total Consideration : Rs. 7,61,06,250/-
5. Stamp Duty : Rs. 15,25,000/-
6. E-Stamp No. /date : G0F2022G1601 Dated 06-07-2022
7. Registration Fees & GRN & Date : Rs. 50,005/- & GRN No. 92227410 & Date 06.07.2022

Kalash Bati

Prem Devi

Mukesh Kumar

Satish Kumar

Ranveer

Surender Singh

Deshraj

Rajbir Singh

Randhir

Ravinder Kumar

Ved Prakash

For Mapsko Builders Pvt. Ltd.
Mapsko Builders Pvt Ltd.

Authorised Signatory

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर नौरंंगपुर

धन संबंधी विवरण

राशि 76106248 रुपये

स्टाम्प ड्यूटी की राशि 1522125 रुपये

स्टाम्प नं : G0F2022G1601

स्टाम्प की राशि 1525000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:92227410

पेस्टिंग शुल्क 0 रुपये

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनांक 08-07-2022 दिन शुक्रवार समय 1:20:00 PM बजे श्री/श्रीमती /कुमारी

KALASH BATI पत्नी LILU RAM YADAV RANVEER ALIAS RANVEER YADAV पुत्र LILU RAM YADAV
SURENDER SINGH पुत्र RAMESH CHAND RAVINDER KUMAR पुत्र RAMESH CHAND PREM DEVI ALIAS PREM
BATI विधवा RAMESH CHAND MUKESH KUMAR पुत्र RAM KISHAN DESHRAJ पुत्र RAM KISHAN VED PRAKASH
पुत्र RAM KISHAN SATISH KUMAR पुत्र SUBHASH CHAND RAJBIR SINGH पुत्र SURESH CHAND RANDHIR ALIAS
RANDHIR YADAV पुत्र LILU RAM YADAV निवास SHIKOHPUR द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Mukesh Kumar
V.C. Prakash
Surender Kumar
Suresh
Ranveer
Rajbir Singh
Prem Devi

हस्ताक्षर प्रस्तुतकर्ता

KALASH BATI RANVEER ALIAS RANVEER YADAV SURENDER SINGH RAVINDER KUMAR PREM DEVI
ALIAS PREM BATI MUKESH KUMAR DESHRAJ VED PRAKASH SATISH KUMAR RAJBIR SINGH RANDHIR
ALIAS RANDHIR YADAV

उप/संयुक्त पंजीयन अधिकारी (Manesar)



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MAPSKO BUILDERS PVT LTD thru PREM CHAND GUPTA OTHER हाजिर है
। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRINI WAS ADV पिता --- निवासी

GGM व श्री/श्रीमती /कुमारी RAJBIR पिता HIRA LAL

निवासी PUNJABI BAGH DELHI ने की।

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as this "Agreement") is made at Gurugram on this 8th day of July, 2022 (hereinafter referred to as the "Effective Date").

BY AND AMONGST

1. Kalash Bati (Aadhaar No. 926560876173) (PAN: CEHPB8646A) W/o Lilu Ram Yadav R/o 171, Post – Shikohpur, Tehsil – Manesar, Shikohpur (160), Gurgaon, Haryana – 122004.
2. Ranveer also known as Ranveer Yadav (Aadhaar No. 799125022901) (PAN: AHQPY6343M) S/o Lilu Ram Yadav R/o 171, Post – Shikohpur, Tehsil – Manesar, Shikohpur (160), Gurgaon, Haryana – 122004.
3. Randhir also known as Randhir Yadav (Aadhaar No. 241537577193) (PAN: AHHPY4145N) S/o Lilu Ram Yadav R/o 171, Post – Shikohpur, Tehsil – Manesar, Shikohpur (160), Gurgaon, Haryana – 122004.
4. Prem Devi also known as Prem Bati (Aadhaar No. 872642392833) (PAN: BOPPD8970L) Widow Ramesh Chand R/o House No. 504P, Sector 6/1, Malpura (295), Industrial Area Dharuhera, Rewari, Haryana – 123110.
5. Surender Singh (Aadhaar No. 925096164058) (PAN: AFGPY4505D) S/o Ramesh Chand R/o House No. 504P, Sector 6/1, Malpura (295), Rewari, Haryana – 123110.
6. Ravinder Kumar (Aadhaar No. 956731090235) (PAN: APWPK2495L) S/o Ramesh Chand R/o House No. 504P, Sector 6/1, Malpura (295), Industrial Area Dharuhera, Rewari, Haryana – 123110.
7. Mukesh Kumar (Aadhaar No. 647815069053) (PAN: FAEPK2626F) S/o Ram Kishan Yadav R/o House No. 704, Sector 6, Malpura (295), Industrial Area, Dharuhera, Rewari, Haryana - 123110.
8. Deshraj (Aadhaar No. 340020988544) (PAN: BGNPR4748G) S/o Ram Kishan R/o 507, Sector 6, Dharuhera, Rewari, Haryana - 123106.
9. Ved Prakash (Aadhaar No. 657624587274) (PAN: EJMPP9952F) S/o Ram Kishan R/o House No. 507, Sector 6, Part 1, Malpura (295), Rewari, Haryana - 123110.
10. Satish Kumar (Aadhaar No. 365119931472) (PAN: DDQPS2573L) S/o Subhash Chand R/o Village – Naurangpur, Navrangpur (157), Sikhohpur, Gurgaon, Haryana – 122004

Kalash Bati

Prem Devi

Mukesh Kumar

Satish Kumar

Ranveer

Surender Singh

Deshraj

Rajbir Singh

Randhir

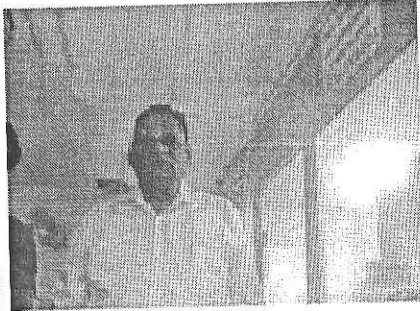
Ravinder Kumar

Ved Prakash

Mapsco Builders Pvt Ltd.



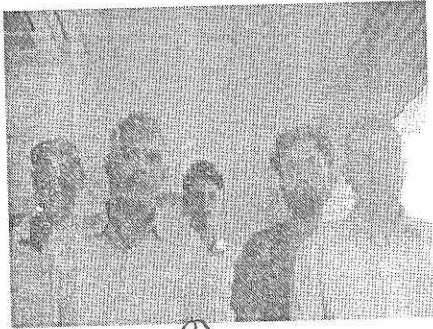
पेशकर्ता



दावेदार



गवाह



Ref: 3354 का 10112
 Suresh
 Ravinder Kumar
 Setish
 उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- KALASH BATI RANVEER ALIAS RANVEER YADAV SURENDER SINGH
 RAVINDER KUMAR PREM DEVI ALIAS PREM BATI MUKESH KUMAR DESHRAJ VED
 PRAKASH SATISH KUMAR RAJBIR SINGH RANDHIR ALIAS RANDHIR
 YADAV Mukesh VED Prakash Deshraj Rajbir

दावेदार :- thru PREM CHAND GUPTA OTHERMASKO BUILDERS PVT
 LTD

गवाह 1 :- SHRINIWAS ADV. Srinivas

गवाह 2 :- RAJBIR Rajbir

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3354 आज दिनांक 08-07-2022 को बही नं 1 जिल्द नं 296 के पृष्ठ नं 71.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1747 के पृष्ठ संख्या 79 से 81 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 08-07-2022

उप/संयुक्त पंजीयन अधिकारी (Manesar)

3351
11. Rajbir Singh (Aadhaar No. 354642067832) (PAN: AYXPR9423R) S/o Suresh Chand R/o Village – Naurangpur, Navrangpur (157), Sikhopur, Gurgaon, Haryana - 122004

(hereinafter referred to as “**First Party**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interests, legal representatives, executors, administrators, agents, nominees and assigns); being party of the **FIRST PART**.

AND

M/s **Mapsko Builders Private Limited**, a company incorporated under the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013, having CIN CIN:U45203DL2003PTC118590 and having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi 110026, Corporate Office/ Communication Address- Baani The Address, 6th Floor, Golf Course Road, Sector-56, Gurugram, Haryana- 122011, represented by its authorized **Mr. Prem Chand Gupta S/o Sh. Hans Raj Gupta (Aadhar No. 231027087783)** authorized Vide board Resolution dated 01.06.2022 to appear, sign and get registered this agreement or any other relevant documents before Tehsildar/concerned office.

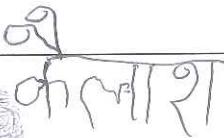
(hereinafter referred to as “**Second Party**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interests, legal representatives, executors, administrators, agents, nominees and assigns) of the **SECOND PART**;

Unless repugnant to the context or meaning thereof, the terms “**First Party**” and the “**Second Party**” are hereinafter, collectively referred to as “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS

- A. The Second Party is in the process of purchasing certain land parcels and has also entered into agreements with the land owners in this regard and planning to develop a colony in that land parcel in revenue estate of Village Naurangpur, Tehsil Manesar & District Gurugram, Haryana.
- B. The First Party have represented that they are collectively the co-owners and in possession of the land admeasuring 22 Kanal 11 Marla as per there share in land bearing Khewat No. 584 Khata No. 599, Rectangle No. 30 Khasra No. 16/3 (0K 18M) Khasra No. 17/3 (2K 1M) Khasra No. 24 (8K 0M) Khasra No. 25/1 (3K 12M) Khasra No. 38/4 (8K 0M) situated in revenue estate of Village Naurangpur, Tehsil Manesar& District Gurugram, Haryana (hereinafter referred to as the “**First Party Land**”), duly reflected in the Jamabandi for the year of 2019-2020, Khasra Girdhawari as recent as 2022 and other revenue documents (hereinafter referred to as the “**The Said Land**”). That the said land has been more specifically shown in the attached schedule (schedule A) and the same is free from any sort of Encumbrances (as defined hereunder) of any nature whatsoever.


Kalash Bati


Prem Devi


Mukesh Kumar


Satish Kumar


Ranveer

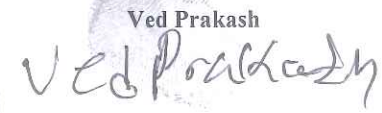

Surrender Singh


Deshraj


Rajbir Singh


Randhir


Ravinder Kumar


Ved Prakash


For Mapsko Builders Pvt. Ltd.

Mapsko Builders Pvt Ltd.
Authorised Signatory

- C. The First Party has approached the Second Party expressing its desire to collaborate with the Second Party for the development of a real estate project on the First Party Land along with other land. The Second Party has represented to the First Party that the Second Party proposes to apply for license to set up Plotted Colony under Deen Dayal Jan Awas Yojna for development of projects on the collective land which belongs to the Second Party and the First Party. The demarcation of the said projects proposed to be developed on the land admeasuring 5 Acres (approx..) to be acquired and collated by the Second Party vide Agreement to Sell dated 31-01-2022 along with land of First Party is tentative as of now.
- D. The Second Party has further represented to the First Party that the Second Party is engaged in the business of real estate development and has the necessary experience, expertise and the requisite manpower, infrastructure, resources and wherewithal required for undertaking of the Development of the Projects on the proposed Project Land. Whereas First Party has represented to the Second Party that the First Party are the true owners in possession and sufficiently and legally empowered and entitled to enter into present Collaboration and there are no disputes, liens, charges or any impediments or restrictions or limitations of whatsoever nature, which may impede the development of the proposed residential colony by the Second Party or jeopardize the entire project
- E. Both the parties relying upon the mutual assurances and representations of each other as per the terms herein, the Second Party has agreed to collaborate with the First Party for the purposes of Development of the Projects on the Project Land in accordance with and subject to the terms agreed and set out herein.
- F. Now therefore, the Parties on the basis of their previous discussions have agreed to enter into this Agreement for recording in writing the framework, terms and conditions of the said collaboration including their respective obligations in respect thereof for proper and successful implementation of the Projects.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

The following expressions shall unless repugnant to the context or subject, have the meanings hereunder respectively assigned to them:

- 1.1 "Act and Rules" shall have the meaning ascribed to it in Clause 4.2 of this Agreement.
- 1.2 "Agreement" means this Collaboration Agreement, its Schedules and Annexures attached hereto and any amendments from time to time in accordance with the provisions hereof and the contracts, certificates and other documents executed and delivered pursuant thereto.


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Deshrat


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Authorised Signatory

- 1.3 **"Applicable Laws"** shall mean all applicable acts, laws, bye-laws, rules and regulations, treaties, statutes, notifications, policies, order of any Competent Authorities, ordinances orders, protocols, codes, guidelines, notices, judgments, decrees, injunctions or other requirements or official directive of any Central/ State Governmental or of any statutory authority in Haryana etc., in effect as of the date hereof or which may be promulgated or brought into force and effect hereinafter including but not limited to Real Estate (Regulation and Development) Act, 2016, Haryana Real Estate (Regulation and Development) Rules, 2017, and/ or any other laws, building bye-laws, municipal laws, planning norms etc., as may be in force and effect during the subsistence of this Agreement.
- 1.4 **"Approvals"** shall mean permissions, no-objection certificates, approvals, clearances, consent, permits, sanctions, licenses, layout plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any governmental/ Competent Authorities required under any statute or regulation etc., to be granted/ obtained/ executed from the Competent Authorities for designing, planning, development, construction, implementation, marketing and sale of the saleable areas/ plots/ spaces of the Projects as contemplated under this Agreement.
- 1.5 **"Arbitration Act"** shall have the meaning as ascribed to it in Clause 13.2 of this Agreement.
- 1.6 **"Competent Authority(ies)"** shall mean Haryana Urban Development Authority, Haryana Town and Country Planning Department, Haryana State Pollution Control Board, District revenue Authority, Haryana Vidyut Prasaran Nigam Limited and / or any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, board, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India, Haryana Government and/ or any other sub-division thereof including but not limited to Haryana Real Estate Regulatory Authority (HRERA) and any other statutory/non-statutory authority having jurisdiction over any matter pertaining to setting-up and Development of the Projects on the Project Land.
- 1.7 **"Development of the Projects"** means the construction and development of the Projects on the Project Land as per the terms and conditions of this Agreement and in accordance with Applicable Laws and Approvals granted by the Competent Authorities.
- 1.8 **"Developed Plot Area"** shall mean fully developed saleable area in the Project Land allocated to the First Party as and towards First Party's Consideration.
- 1.9 **"DTCP"** shall have the meaning as ascribed to it in Clause 4.1 of this Agreement.
- 1.10 **"Effective Date"** means the date of execution of this Agreement.
- 1.11 **"Encumbrances"** means any pledge, negative lien, positive lien, non-disposed undertaking,


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charge, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, sale, gift, mortgage, disputes, litigation, attachment in the decree of any court, court injunction, Will, Trust, Exchange, lease, legal flaws, prior Agreement to Sell, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the said Project Land/ part thereof.

- 1.12 **"Second Party's Consideration"** shall have the meaning ascribed to it in Clause 5.1 of this Agreement.
- 1.13 **"Second Party Land"** shall have the meaning that land to be purchased by Second party.
- 1.14 **"Person"** means any individual, partnership firm, limited liability partnership, sole proprietorship, unincorporated association, corporation, body corporate, company, trust, unincorporated / unregistered organization, joint venture, limited liability company, Competent Authorities or other entity or organization.
- 1.15 **"Projects"** shall mean the Colony under Deen Dayal Jan Awas Yojna project of proposed land agreed to be developed on the Project Land and/ or any other project as may be mutually agreed in future between the Parties, to be developed on the Project Land as per and in compliance with the Applicable Laws including the building bye laws and other regulations and as per the Approvals obtained from the Competent Authorities.
- 1.16 **"Project Land"** shall mean the proposed land to be purchased by Second Party and First Party Land and such other land parcels as may be acquired, pooled in and/ or included for the Development of the Projects.
- 1.17 **"RERA"** shall have the meaning as ascribed to it in Clause 4.2 of this Agreement. **"First Party's Consideration"** shall have the meaning as ascribed to it in Clause 5.1 of this Agreement.
- 1.18 **"First Party Land"** shall have the means the land belong to First party and now part of present collaboration Agreement .
- 1.19 **"Tax"** or collectively **"Taxes"** shall mean any and all taxes, assessments, duties, impositions, liabilities and other governmental charges imposed by any Competent Authorities, including but not limited to Goods and Services Tax, cess etc. together with all interest, penalties and additions imposed with respect to such amounts.

2. INTERPRETATIONS

In this Agreement, unless the context requires otherwise:

- 2.1 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), any one gender shall include



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- all other genders and the singular shall include the plural (and vice versa);
- 2.2 reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- 2.3 reference to any article, section, schedule or annexure shall be deemed to be a reference to an article, a section, a schedule or an annexure of this Agreement;
- 2.4 headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- 2.5 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;
- 2.6 references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- 2.7 reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced; and
- 2.8 reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced.

3. ARRANGEMENT BETWEEN THE PARTIES

- 3.1 The First Party, in consideration of the Consideration (as more particularly set out in Clause 5.1 of this Agreement), has contributed the First Party Land i.e., land admeasuring 22 Kanal 11 Marla as per there share in land bearing Khewat No. 584 Khata No. 599, Rectengle No. 30 Khasra No. 16/3 (0K 18M) Khasra No. 17/3 (2K 1M) Khasra No. 24 (8K 0M) Khasra No. 25/1 (3K 12M) Khasra No. 38/4 (8K 0M) situated in revenue estate of Village Naurangpur, Tehsil Manesar& District Gurugram, Haryana and collaborate with the Second Party for the Projects.
- 3.2 The Second Party shall be obligated to carry out the construction, Development of the Projects on the Project Land as per Approvals and Applicable Laws and make arrangement for funds as may be required for the Development of the Projects and its completion.
- 3.3 That since the land of the First Party's has not yet been partitioned, the First Party shall endeavour to collect the remaining persons of the same land and prepare them to join the collaboration in accordance with the terms set forth in this present Agreement. If the remaining persons holding share in the same land are not willing to join the collaboration agreement with the present circumstances, then in that scenario, the First party will be jointly and severally responsible to get the said land divided in revenue records in such a way that will help in obtaining the license of the project land and the land parcels under control, acquisition or share of Second Party and the land of the First Party remains contiguous and good development.


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- 3.4 It is acknowledged and agreed by the First Party that the Second Party, shall be free to develop Floors, Villas or residential plots or commercial shops or offices on the developed plots on second party share and the First Party shall have no objection on the nature of development carried out by the Second Party.

4. OBLIGATIONS OF THE SECOND PARTY

- 4.1 The Second Party shall be responsible to prepare, on its own discretion and apply for sanction of plans, layouts, licenses and other permissions and Approvals from the Competent Authorities including but not limited to the Directorate Town and Country Planning, Haryana (hereinafter referred to as the "DTCP") required for the purposes of carrying out Development of the Projects, at its own costs and expenses. The requisite documents for the purposes of obtaining requisite licenses and Approvals for the Projects shall be signed both by Second Party and First Party.
- 4.2 The Second Party shall get the Projects registered as per the Applicable Laws including but not limited to as required under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA") and Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Act and Rules") and the Second Party take all steps and measures required in respect thereof, without any liability on the First Party.
- 4.3 The entire cost and expense towards the Development of the Projects such as (i) cost of construction materials, equipment's etc., used in the construction and Development of the Projects; (ii) cost, fees, charges and expenses for obtaining requisite licenses, environmental clearances, Approvals and sanctions including required in respect of the Projects; (iii) charges/ fees for external development charges, infrastructure development charges, security deposits and bank guarantees etc., to be provided in respect of the Projects; (iv) cost and expenses for obtaining connections for utilities (electricity, sewer and water) and deposits for approval of electricity and water connections; (v) all statutory fees, dues, Taxes etc. and incidental charges including scrutiny fee, license fee, conversion charges, if any, service charges, any type of renewal charges payable now or in future to the Government or any other Competent Authorities for the provision of peripheral or external services to the Project Land and/ or the Projects; (vi) cost and expenses for civil, electrical, sanitary works, water works, internal and approach roads, common areas/ community facilities; and (vii) expenses, salaries, remuneration, insurance, dues, Taxes, labour cess etc., amounts payable to workmen, employees etc., amounts/ remuneration/ compensation payable to the contractors, staffs and workmen etc. that may be employed / appointed by the Second Party for Development of the Projects, shall be borne and paid solely by the Second Party, without any liability on the First Party.



Kalash Bati

Prem Devi



Mukesh Kumar



Satish Kumar



Ranveer



Surender Singh



Deshraj



Rajbir Singh



Randhir



Ravinder Kumar

Ved Prakash



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Mapsko Builders Pvt Ltd.

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- 4.4 The First Party shall not commit any act or omission, which may invalidate or render / lead to cancellation, suspension or revocation of any Approvals, permission and sanction granted by the Competent Authorities in respect of the Projects.
- 4.5 The Second Party will be responsible for compliance with all the terms and conditions of the license/ provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development and Regulation of Urban Areas Rules 1976 till the grant of final completion certificate for the Projects or it is relieved of final responsibility by DTCP, whichever is earlier.
- 4.6 This Agreement shall be irrevocable and no modification, alteration etc. in the terms and conditions of this Agreement may be undertaken except after taking prior approval of DTCP and such modification or alteration shall only be in writing, duly executed by or on behalf of all the Parties.

5. CONSIDERATION as per table below

- 5.1 In consideration of the contribution of the First Party Land by the First Party it is mutually agreed between the Parties that the First Party shall be collectively entitled to and shall be allocated First Party's Consideration out of the total developed saleable area, as per the table mentioned below:-

Details					
Names of First Parties	Unlicensed Land Share in Acres in proposed colony	Unlicensed Land Share in Marla in proposed colony	Area of developed plot in developed Licensed colony in Sq. Yards	Consideration amount of each party	Consideration Paid Detail
Kalash Bati	0.15625	25	250	7,81,250/-	Ch. No. 547413 of Rs. 7,81,250/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Ranveer Yadav	0.15625	25	250	7,81,250/-	Ch. No. 547414 of Rs. 7,81,250/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Randhir Yadav	0.15625	25	250	7,81,250/-	Ch. No. 547415 of Rs. 7,81,250/- Dt. 08-07-2022, drawn on SBI, Gurgaon

Kalash Bati

Prem Devi

Mukesh Kumar

Satish Kumar

Ranveer

Surender Singh

Deshraj

Rajbir Singh

Randhir

Ravinder Kumar

Ved Prakash

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Prem Devi	0.23541	37.66	376	11,77,084/-	Ch. No. 009109 of Rs. 4,17,591/- Dt. 07-01-2022, drawn on ICICI, Gurgaon and Ch. No. 547423 of Rs. 7,59,493/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Surender Singh	0.23541	37.67	377	11,77,083/-	Ch. No. 009107 of Rs. 4,17,591/- Dt. 07-01-2022, drawn on ICICI, Gurgaon and Ch. No. 547424 of Rs. 7,59,492/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Ravinder Kumar	0.23541	37.67	377	11,77,083/-	Ch. No. 009108 of Rs. 4,17,591/- Dt. 07-01-2022, drawn on ICICI, Gurgaon and Ch. No. 547420 of Rs. 7,59,492/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Mukesh Kumar	0.23541	37.66	376	11,77,083/-	Ch. No. 547411 of Rs. 11,77,083/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Deshraj	0.23541	37.67	377	11,77,084/-	Ch. No. 547410 of Rs. 11,77,084/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Ved Prakash	0.23541	37.67	377	11,77,083/-	Ch. No. 547412 of Rs. 11,77,083/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Satish Kumar	0.46875	75	750	23,43,750/-	Ch. No. 009113 of Rs. 8,31,484/- Dt. 07-01-2022, drawn on ICICI, Gurgaon and Ch. No. 547422 of Rs. 15,12,266/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Rajbir Singh	0.46875	75	750	18,43,750/-	Ch. No. 009114 of Rs. 8,31,484/- Dt. 07-01-2022, drawn on ICICI, Gurgaon and Ch. No. 547421 of Rs. 10,12,266/- Dt. 08-07-2022, drawn on SBI, Gurgaon
Total	2.8187	451	4510	1,35,93,750/-	

Kalash Bati

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The size and area of the prospective plots that will be developed or will be available in the developed colony may vary and shall be different, if the area mentioned in the collaboration agreement to be handed over to the First party does not match with the area available in the licensed colony (increase or decrease in area), the Second party is free to give any alternate plot of any size available in the colony and In that scenario, the difference in area may be compensated by Second Party by settling the differential area amount as per market value to the First party or by the First party to the Second party. The Second Party shall only be liable to provide developed under license residential plots as mentioned above, however, the liability to further build or construct or develop the Plots for usage shall be solely of the First Party.

It is mutually agreed between the parties that the first party shall be entitled to sell their allotted plots only once all the plots of the Second party are sold. It is also agreed between the parties that if the First party wants to sell the allotted plots, then the Second party has the first right to buy those plots at market rate, if the Second party is not inclined to buy those plots. In that case the other party is free to sell those plots in the open market.

It has been mutually agreed between the parties, the EDC, IDC and all other governmental charges in respect of the said developed plots shall be paid by the Second Party upto the date of allotment. However, in case of any increment or enhancement of the same, the First Party shall solely bear the said additional/enhanced or increased cost, without any right to demand or recover the same from the Second Party. Further, the aforesaid allotment of plots shall be at zero consideration allotments and the First Party shall be solely liable for all taxes that may ensure from such allotment, including capital gains, income tax etc. as well the stamp duty and registration cost of the said Plots in favour of the First Party shall be sole liability of the First Party.

6. TIMELINES

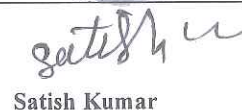
6.1 The Second Party shall:

- 6.1.1. Within a period of 18 (Eighteen) months from the Effective Date, apply for and obtain requisite licenses and Approvals from the DTCP, RERA and other Competent Authorities for the proceeding with the Development of the Projects.
- 6.1.2. Immediately upon approval of the registration of the Projects under RERA, the Second Party shall execute individual letters of allotment of each of the plot/ area comprising the Developed Plot Area and the Builder Buyer Agreement(s) for each of the plot/ area comprised in the Developed Plot Area in favour of First Party. Within a period of 6 (six) months from the date of issuance of license from the DTCP in respect of the Projects.

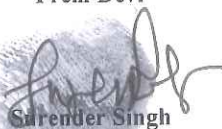

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Mukesh Kumar


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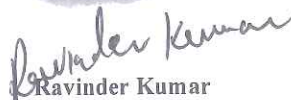

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Surender Singh


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Rajbir Singh


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Ravinder Kumar

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the Second Party shall allot to the First Party the plots (without any built up) of the Developed Plot Area forming part of the First Party's Consideration.

- 6.2 Within a period of 3 (Three) months from the date of request made by the First Party, post receipt of Occupation Certificate/Part Completion Certificate and necessary approvals, execute the conveyance/ sale deed for each of the plot/ area forming part of the Developed Plot Area in favour of the First Party or its nominee.
- 6.3 The timelines, mentioned herein are subject to occurrence of any force majeure events or events beyond the control of the Second Party, in case of occurrence of which the Second Party shall be entitled to reasonable extensions of time, considering the periods for which the said force majeure event exist or has substantial effect afterwards.

7. TERM AND TERMINATION

- 7.1. The Agreement shall come into force on and from the Effective Date. The term of this Agreement shall be for a period commencing from the Effective Date and valid till the handover of possession of the Developed Plot Area to the First Party and execution of the conveyance/ sale deed of the entire Developed Plot Area in the Projects in favour of First Party and/ or its nominees to the satisfaction of the First Party (hereinafter referred to as the "Term").
- 7.2. It is an explicit condition of this Agreement that the both Parties/ or its successors-in-interests will not cancel or back out and or withdraw from this Agreement under any circumstances. In such eventuality or in case the either Party is unable to perform any of its obligations/ responsibilities undertaken by it in terms of this Agreement, the First Party shall be entitled to get this Agreement fulfilled/ specifically enforced through court of law through a suit for specific performance at their own cost and risk. During the pendency of the writ, the Second Party shall not enter into any agreement with respect to the saleable areas of the Projects, Project Land/ part thereof with any First party.

8. CUSTODY OF DOCUMENTS

- 8.1 The original title documents in respect of the Project Land (comprising the proposed land to be purchased by the Second Party and the First Party Land) shall be kept in custody of the Second Party.
- 8.2 It is expressly agreed that all Approvals including but not limited to plans, layouts, and other documents in respect of the Projects shall also remain in custody of the Second Party.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SECOND PARTY

In addition to the representations and warranties contained elsewhere in this Agreement, the Second Party hereby represents, covenants and warrants to the First Party as under:


Kalash Bati


Prem Devi



Mukesh Kumar


Satish Kumar


Ranveer


Surender Singh


Deshraj


Rajbir Singh


Randhir


Ravinder Kumar


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- 9.1 The Second Party has full power, good and absolute authority to enter into these presents without having recourse to any other person(s) and no consent of any First party is required thereof.
- 9.2 The Second Party shall do all acts as may be necessary for obtaining the requisite licenses, permissions, sanctions and Approvals for development and completion of the Projects in a time bound manner and ensure that all requisite permissions and Approvals required for undertaking construction, implementation and development of the Projects are valid and subsisting at all times till completion of the Projects is achieved.
- 9.3 In case the license/licences for the development of DDJAY Colony are not granted by the Competent Authorities, parties can mutually decide to apply for approval for development of project Land under any other scheme or policy of the state government. Further, if required by the First Party, the Second Party shall enter into a supplementary agreement for suitably modifying this Agreement to record the commercial terms/ arrangement in this regard.
- 9.4 The Second Party shall at the earliest possible time proceed to have suitable design, model and/ or plans prepared for the Projects and get them approved/ sanctioned from the Competent Authorities. For this purpose, the Second Party undertakes to engage and employ reputed architect or architects at its own cost, expenses and responsibilities.
- 9.5 The Second Party shall comply with the terms of license, bilateral agreements, RERA approvals and other documents, agreements etc., executed/ issued by Competent Authorities in respect of the Projects including but not limited to settlement and payment of any and all liabilities related thereto (whether prospectively or retrospectively) which may be levied or imposed by the Competent Authorities related to any non-compliance of the same.
- 9.6 The Second Party shall be solely responsible for carrying out construction, Development of the Projects and to do any and all acts necessary for the same including but not limited to obtaining Approvals/ sanctions and renewals in respect of the Projects marketing of saleable areas in the Projects at its own cost and expense and achieve completion of the Projects as per RERA timelines.
- 9.7 The Second Party shall appoint/ engage, at its sole discretion and at its own costs and expenses, the contractors for construction, development, implementation and completion of the Projects, and shall be solely responsible and liable for payments to such contractors and for wages, salary, fees, cess and other dues whatsoever owed to employees / labour engaged and/ or employed by the Second Party. The Second Party shall be solely responsible for (i) providing safety and necessary facilities to its employees, labour and liable for all consequences including cost and

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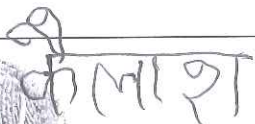
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other liabilities for any injury to any contractor, workers / other Person at site; and (ii) observance and compliance of all Applicable Laws, rules and regulations governing employment/ appointment of such contractor, labour, workmen, personnel etc., including provident fund, ESI, etc.

- 9.8 The Second Party shall be solely responsible and liable for the settlement and payment of all liabilities of any nature whatsoever in respect of Projects including but not limited to payments to suppliers, First parties and competent authorities, whether prospectively or retrospectively, for reasons arising out of or in respect of construction, Development of the Projects, any delay in completion of the Projects, defect liability obligations, failure to deposit amounts in the project designated account / escrow account, and /or breach of its obligations by the Second Party under RERA and other Applicable Laws without any liability on the First Party.
- 9.9 The Second Party shall be solely responsible and liable for (i) all fines, damages, penalties, interest, sums, costs, past, existing and future liabilities, First party claims etc. in respect of the Projects; (ii) Tax related claims or any other person claiming interest of any nature whatsoever in or over the Projects, save and except those which emanate from the land collaborated by the First Party; (iii) all fines, damages, penalties, interest, sums, costs towards any omission, negligence, breach and/ or non-compliance of any Applicable Laws, permissions and Approvals by the Second Party its contractors etc., in carrying out construction and Development of the Projects/ part thereof.
- 9.10 The maintenance of the Projects shall at all times be the responsibility of the Second Party and the cost and expenses in respect of the same shall be solely borne by the Second Party. However, First Party being allottee will pay the maintenance charges and all other incidental charges which are leviable at the time of possession or execution of conveyance deed as and when demanded.
- 9.11 The Second Party will be responsible for compliance with all the terms and conditions of the Approvals and amendments thereto in relation to the Projects, provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development and Regulation of Urban Areas Rules 1976 and other Applicable Laws till the grant of final completion certificate for the Projects or it is relieved of final responsibility by DTCP and RERA, whichever is earlier and shall not commit any act which may violate any Applicable Laws, rules and regulations applicable for the Projects and marketing thereof (including applicable rules, guidelines/ regulations issued by RERA).
- 9.12 It is intended that the First Party is not to be considered as or construed to be a promoter and/ or co-promoter under the provisions of any Applicable Laws, including the RERA, as may be amended, modified or supplemented from time to time and that the Second Party shall be


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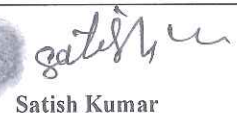
exclusively liable for and shall bear all claims and liabilities that may arise in this regard. Provided that in the event the First Party is construed as or deemed to be a promoter or co-promoter by virtue of the existing arrangement, then the Parties shall suitably modify this Agreement to ensure that the First Party is not construed as a 'promoter or Co-promoter' under RERA and/ or any Applicable Laws.

- 9.13 In case there is any action in respect of any Taxes or any claim or demand from the Income Tax authorities in respect of the Project, the liability in respect thereof shall vest solely with the Second Party, save and except the liability emanating prior to execution of this Collaboration Agreement from the land collaborated by the First Party.
- 9.14 The parties to this agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this agreement.
- 9.15 The Second Party agrees that time is the essence of this Agreement, therefore, in the event the Second Party is unable to achieve completion of the Projects, within the prescribed timelines (as mentioned with RERA) as set out under the Approvals, then the Second Party shall alone shall be responsible and liable to bear and pay all interests, costs, expenses, penalty etc., required for renewal / extension of license, sanctioned plans and other permissions and Approvals, settle and payoff all claims, demands, compensation, interests, penalties, liabilities, dues, charges, etc., of any nature whatsoever, to the suppliers, allottees, buyers, First parties, Competent Authorities etc.. The Second Party shall also be liable to indemnify the First Party on the occurrence of aforementioned eventuality wherein the Second Party is unable to achieve completion of the Projects, within the prescribed timelines (as mentioned with RERA). Further if the Second Party is unable to complete the Project within the prescribed timelines (as mentioned with RERA), then in the said eventuality the First Party shall be free to sale, collaborate, mortgage or deal with the said Land /property in any manner they like after lapse of reasonable time of One Year (excluding the time mentioned in Clause 7 of present agreement) afforded to the Second Party. However, with mutual consent both the parties shall be at liberty to extent the time afforded to the Second Party for completion of the Project even after the lapse of reasonable time of One Year.
- 9.16 The Second Party shall free to raise any loan or take any financial assistance from any bank, financial institution and /or other First party lenders by creating any Encumbrances, mortgage, charges, security, etc., on the Second Party's share of Project Land or any part thereof as a developer of project, if required to develop the project. The Second Party has assured the First Party that the latter shall not be liable for payouts of any loan or financial assistance taken by the Second Party on the Second Party's share of Project Land or any part thereof as a developer of project. Further, the Second Party shall ensure that at the time of execution of the conveyance


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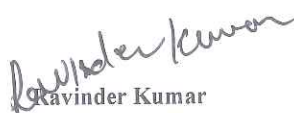

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deed in respect of the saleable/ developed area of the Projects, such areas unencumbered and the possession of the saleable/ developed area of the Projects are handed over to First party purchasers/ transferees free and clear of any Encumbrances/ First party claims or rights.

- 9.17 The Second Party shall be free to further develop the plotted colony, by addition or extension of further area in the plotted colony and the First Party shall not have any objection to the same. The Second Party in its own discretion may change or vary the location or size of the plots so allotted to the First Party, to accommodate further development of the Colony and the First Party shall not protest, demure or agitate or cause any hindrance to the same.
- 9.18 The Parties shall not do or cause to be done any act, omission or things which may in any manner contravene or cause breach of any Applicable Laws, rules, bye-laws or regulations or which may amount to misuse / breach of any terms hereto or adversely affect the Development of the Projects.
- 9.19 All acts, conditions and things presently required to be done, fulfilled, performed, and all authorization required for essential, for the entry and delivery of this Agreement of the performance of the Second Party's obligation in terms of this Agreement shall be done, fulfilled, obtained, effected and performed and kept in full force and effect during the Term of this Agreement.
- 9.20 There are no facts, matters or circumstances which have not been disclosed by the First Party in writing to the Second Party, the disclosure of which might reasonably affect the willingness of the Second Party to enter into this Agreement and to take any action to conclude the transactions contemplated therein.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE FIRST PARTY

- 10.1. The First Party is the absolute owner of the land belong to the First Party and no other persons have any claims, rights, title or interests of any nature whatsoever on the land of First Party.
- 10.2. That the execution of the present agreement the possession of the said land has been delivered to the Second Party and Second Party shall be entitled to use and utilize the said land to develop the proposed DDJAY project and in case the approvals from the same are not granted the Second Party can apply for approval for development of plotted colony under any other scheme or policy of the state government
- 10.3. The land of First Party is not subject to any litigation, arbitration, prosecution, proceeding, dispute, investigation or the subject matter of any other legal dispute and the First Party has not received any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial



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authority, Competent Authorities or regulatory body, in relation to the land of First Party or any part thereof.

- 10.4. The First Party has full power, good and absolute authority to enter into these presents without having recourse to any other person(s) and no consent of any First party is required thereof.
- 10.5. There are no actions, suits, investigations or other proceedings pending or threatened, and that there are no orders, judgments or decrees of any court or governmental authority, judicial or quasi-judicial body, against it that it is aware of, which shall have a material adverse effect on the engagement contemplated herein or the ability of the First Party to consummate the transaction contemplated herein.
- 10.6. It has absolute right, power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein.
- 10.7. The execution, delivery and performance by the First Party of this Agreement and the consummation by it of the transactions contemplated herein (i) have been duly and validly approved by its board of directors; (ii) do not violate or contravene any law, rule or regulation applicable to it; (iii) do not violate or conflict with any provision of its memorandum of association or articles of association.
- 10.8. It is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or on account of any contractual obligation assumed by it, from undertaking the obligations and entering into this Agreement.
- 10.9. Not to cause any hindrances/obstruction or omit/ neglect to do any act, deed, things which could prevent the Second Party from obtaining expeditiously all approvals, occupation certificates/ Part Completion Certificate, release of bank guarantee and refund, etc.
- 10.10. To accompany the Second Party to the office of Government of Haryana and to be present for site inspection as and when required by the Second Party and to sign/ execute all documents, letters and papers as and when demanded by the Second Party, including, but not limited to, obtaining refunds of the moneys/ bank guarantees given to the Government of Haryana/ competent authorities.
- 10.11. To abide by the Layout plans approval of which has been taken from the authorities as may be finalize by the Second Party and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- 10.12. That during the subsistence of this agreement, First Party shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any First party rights or interest on the said land in any manner, whatsoever.


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10.13. The First Party shall be solely, liable for cost of registration of the Buyer's Agreement, Conveyance Deed or any other document registration of which is required under law and for any taxes, including property tax, income tax, capital gains tax or any incidental charges or levies, which ensue from the allotment of the aforesaid developed plots to the First Party.

11. INDEMNITY

11.1 The First Party shall indemnify, defend and hold harmless the Second Party (including its successors and assigns) harmless (hereinafter referred to as the "**the Indemnified Persons**") from and against any and all fines, fees, liabilities, claims, damage, losses, penalties, demands, charges, judgments, awards, amounts paid in settlement, costs or expenses (including, without limitation, reasonable attorney's fees) (hereinafter collectively referred to as the "**Claims and Losses**") that the Indemnified Persons may suffer arising out of or in connection with or on account of or resulting resulting from or connected with any claim brought against the Indemnified Party (whether alone or jointly with any other person) by any First party or any liability to any First party arising out of or due to any:

- 11.1.1. breach by the First Party of its representations, warranties and covenants as provided in this Agreement;
- 11.1.2. statements, representations, warranties, undertakings made by the First Party in this Agreement are found or discovered to be misleading untrue or incorrect;
- 11.1.3. defect or imperfection in the rights, interests, entitlements of Project Land and the First Party in respect of the Projects, First Party Land and/ or any part thereof;
- 11.1.4. any non-compliance of Applicable Laws by the First Party in relation to the Projects;
- 11.1.5. due to any act, omission, negligence, breach of obligation(s)/ terms and conditions of this Agreement by the First Party;
- 11.1.6. non-fulfilment of the terms of the license, bilateral agreements and other documents, agreements etc., executed by the First Party issued by the Competent Authorities in respect of the Projects;
- 11.1.7. from any other First party claim, made due to any violation/ negligence/ lapse/ non-performance of the First Party and/ or its sub-contractors in or in course of the Development of the Projects; and/ or
- 11.1.8. for any claim from buyers/ First party investors including for delay in Development of the Projects and completion of the Projects for delay interest, penalty and / or compensation payable to buyers/ allottees and for payments required to be made to First parties pursuant to orders of RERA or any other competent authorities or courts or on account of any misconduct, misbehaviour, or any other unwarranted act on the part of the First Party, its sub-contractors and / or the First Party.



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11.1.9. the Second party also hereby agrees to indemnify the First party and keep the First party indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the First party and against all losses, damages, costs and expenses which the First party may suffer on account of the following: -

A) any representations, statements and assurances made by the Second Party are found to be false, fraudulent or misleading.

B) Non- observance by the Second Party of the terms and conditions of the licenses granted for the development on the said land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.

C) Breach of any terms and conditions mentioned in this agreement.

12. TERMINATION

12.1 The parties herein agree that in terms of this Agreement, the First Party have taken certain irrevocable steps, such as, acceptance of advances, execution of power of Attorney, handing over of the physical possession of the said Land to the Second Party and Making representations to make the Second Party undertake construction work and in view of the above irrevocable steps and representations, the Second Party has been induced to invest huge amounts, time and manpower on the said land. It is therefore agreed by the First Party that, they shall perform and complete their obligations under this Agreement, the First Party further agree that they shall not rescind, terminate or defeat the purpose of this Agreement.

13. DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

13.1 **Amicable Settlement:** In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to Second resolve such dispute or claim through amicable discussions, within a period of 30 (thirty) days from the date a notice regarding existence of dispute is received by any Party.

13.2 **Arbitration:** However, if the Parties fail to do so resolve the dispute Amicably, then the dispute(s) shall be referred to arbitration. The Parties shall jointly have the right to appoint sole arbitrator to hear, try and decide the arbitration proceedings. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendments, modifications or statutory enactments or re-enactments thereto (hereinafter referred to as the "Arbitration Act"). The seat of Arbitration shall be at New Delhi and all


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proceedings shall be conducted in English language. Each Party shall bear their own legal costs, unless the arbitral order otherwise provides for in the findings. Notwithstanding the pendency of any dispute or other differences between the Parties hereto and/or any arbitration proceedings, both the Parties shall continue to be fully entitled and at liberty to continue and complete the Projects and exercise all its rights, powers, privileges, discretions and authorities contained in this Agreement and all documents related or incidental hereto. The Projects shall continue even during arbitration and the arbitration shall be concluded in a timely bound manner.


- 13.3 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts at Delhi, Haryana only.

14. MISCELLANEOUS PROVISIONS

- 14.1 **No Agency/ Partnership:** The Parties to the Agreement shall be acting as independent parties and this Agreement shall not be deemed to create any employer-employee or principal-agent relationship between the Parties and or its employees, agents and representatives.
- 14.2 **Notices:** Any notice or any other communication required to be given under this Agreement shall be given in writing or made herein this Agreement may be sent by speed post or registered post or courier and by email to the address of the Party as provided in the preamble of this Agreement or at such other address as may later on be communicated by a Party for the said purpose. Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served in the place of receipt 3 (three) days after posting. Any such Notice or communication shall be deemed to have been duly served upon actual delivery and confirmed receipt in case of hand delivery.
- 14.3 **Assignment:** The Second Party shall be entitled, in its sole and absolute discretion to assign and/or transfer by way of novation or otherwise; (i) the entire rights and/or benefits granted to it herein; or (ii) a part of the rights and/or benefits granted herein, to any of its subsidiaries that is owned and controlled by the Second Party or affiliates upon such terms and conditions and for such consideration and/or other benefits as the Second Party may deem fit and proper. In such case(s), the First Party shall be bound and liable to recognize such assignee(s) and transferee(s), and such assignee(s) and transferee(s) of the Second Party shall likewise be bound by the terms, conditions and provisions of this Agreement and all documents related and incidental to the same. The First Party shall not be entitled to assign its rights in relation to this Agreement to any First party without the prior written consent of the Second Party.



Kalash Bati


Prem Devi



Mukesh Kumar


Satish Kumar

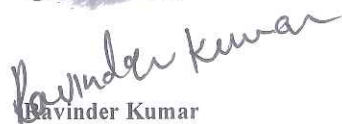

Ranveer


Surender Singh


Deshraj


Rajbir Singh


Randhir


Ravinder Kumar


Ved Prakash


Mapsko Builders Pvt Ltd.


Authorised Signatory

- 14.4 **Waiver:** The failures of either Party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
- 14.5 **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision 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.
- 14.6 **Entire Agreement: Amendment: Supremacy:** This Agreement supersedes all prior discussions, agreements and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this Agreement, and this Agreement constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof prior to the date hereof. This Agreement may be modified or amended only in writing, duly executed by or on behalf of all the Parties.
- 14.7 **Disclosure:** This Agreement, including the Schedule and any other exhibits, does not contain any untrue statement of fact or omit to state any fact necessary in order to make the statements and information contained herein, in light of the circumstances in which they are made and are not misleading. There is no fact which has not been disclosed to the First Party in writing of which either the First Party or the officers or directors of the First Party are aware and which is or could reasonably be anticipated to be material to the First Party's decision to consummate the transactions contemplated by this Agreement on the terms and conditions set forth herein.
- 14.8 **Further Assurances:** 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 effects to the terms of this Agreement.
- 14.9 **Binding Effect:** In pursuance of the due performance of the obligations and Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their heirs, successors, administrators, liquidators and assigns.
- 14.10 **Stamp Duty & Registration:** The stamp duty and registration charges and fees in respect of the execution and registration of this Agreement shall be borne and paid by the Second Party.


Kalash Bati


Prem Devi


Mukesh Kumar


Satish Kumar

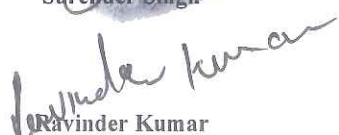

Ranveer


Surender Singh


Deshranj


Rajbir Singh


Randhir


Ravinder Kumar


Ved Prakash

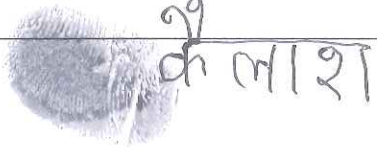






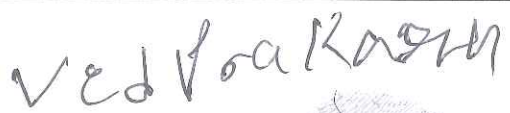
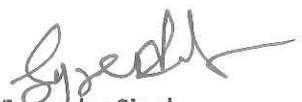
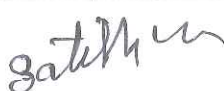



For Mapsko Builders Pvt. Ltd.

Mapsko Builders Pvt Ltd.

Authorised Signatory

IN FAITH AND TESTIMONY, the Parties have set their hands to this Agreement at Manesar on the day, month and year mentioned above in the presence of witnesses.

FIRST PARTIES

 Kalash Bati	 Ravinder Kumar
 Ranveer also known as Ranveer Yadav	 Mukesh Kumar
 Randhir also known as Randhir Yadav	 Deshraj
 Prem Devi also known as Prem Bati	 Ved Prakash
 Surender Singh	 Satish Kumar
 Rajbir Singh	


SECOND PARTY


 Authorised Signatory

for M/s Mapsko Builders Private Limited

WITNESSES:

1.

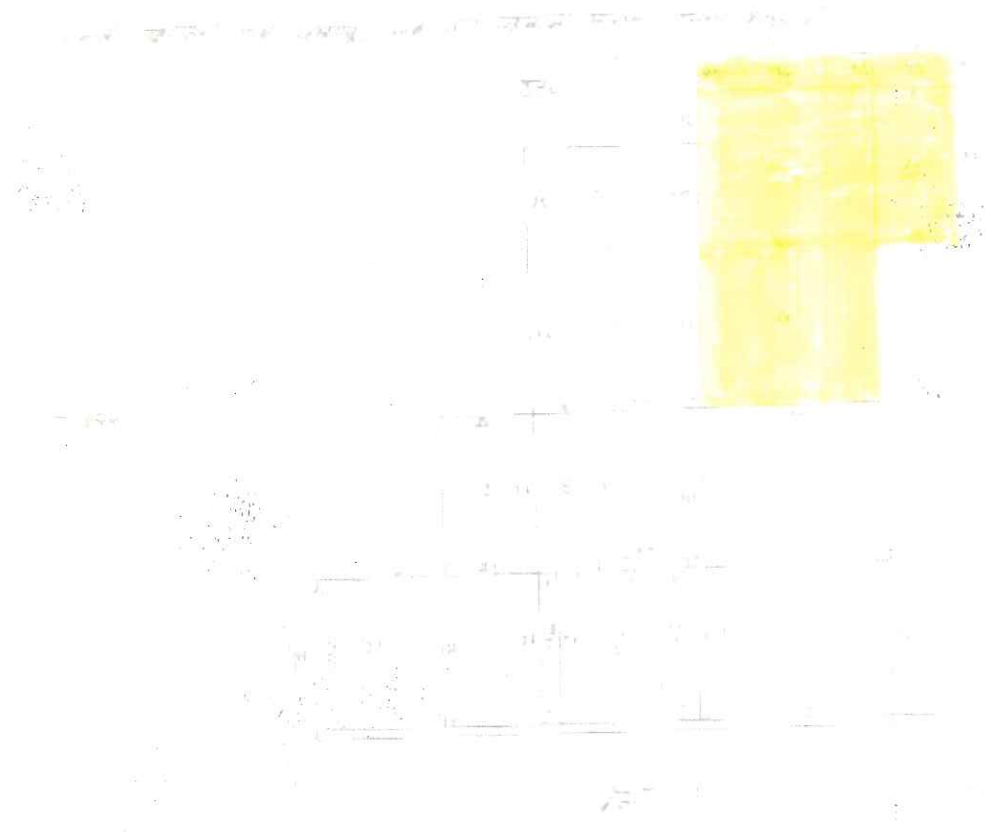

 SHRI NIVAS (Advocate)
 Distt. Court Gurugram
 Reg. No. P/1143/2008

2.


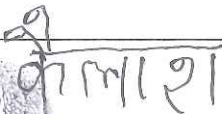


















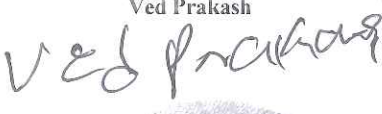



 Rajbir Singh S/o Hira Lal
 130, DDA MIG Flats, Punjabi Bagh, Paschim
 Vihar, New Delhi

SCHEDULE - I

PROPOSED LAYOUT PLAN OF THE PROJECT LAND



Land of the first party is highlighted in yellow color.

  Kalash Bati	 Prem Devi	  Mukesh Kumar	  Satish Kumar
  Kanveer	  Surender Singh	  Deshraj	  Rajbir Singh
  Randhir	  Ravinder Kumar	  Ved Prakash	  For Mapsko Builders Pvt. Ltd. Mapsko Builders Pvt Ltd. Authorised Signatory

Page 23 of 24

ANNEXURE - A

Details and Copies of Title Documents of First Party

First party is the owner in possession as per their share in Khewat no-584 khata no-599 Rect no-30// Killa no-16/3 (0-18), 17/3 (2-1), 24(8-0), 25/1(3-12), Rect no-38// Killa no- 4(8-0) Total admeasuring 22 Kanal- 11 Marla vide Jamabandi year 2019-20 village Naurangpur, Tehsil Manesar, District Gurugram.

ॐ
०१/१२/२१

Kalash Bati

Prem Devi

Mukesh Kumar

Satish Kumar

Ranveer

Surender Singh

Deshraj

Rajbir Singh

Randhir

Ravinder Kumar

Ved Prakash

For Mapsko Builders Pvt. Ltd.

Mapsko Builders Pvt Ltd.
Authorised Signatory