



DDO Code: 0362	E - CHALLAN		Candidate Copy
Government of Haryana			
Valid Upto: 09-11-2022 (Cash) 03-11-2022 (Chq./DD)			
GRN No.: 0095975627	Date: 02 Nov 2022 15:07:51		
Office Name: 0362-TEHSILDAR SOHNA			
Treasury: Sohna			
Period: (2022-23) One Time			
Head of Account		Amount	₹
0030-03-104-99-51 Fees for Registration		50000	
0030-03-104-97-51 Pasting Fees		5	
PD AcNo 0			
Deduction Amount: ₹		0	
Total/Net Amount: ₹		50005	
₹ Fifty Thousands Five Rupees			
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-			
PAN No:			
Tenderer's Name: St Patricks Realty Private Lim			
Address: Gurgaon -			
Particulars: Registration and Pasting fee			
Cheque-DD- Detail:			
Depositor's Signature			
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No:		000150934434402112022	
Payment Date:		02/11/2022	
Bank:		SBI Aggregator	
Status:		Success	

DDO Code: 0362	E - CHALLAN		AG/ Dept Copy
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Status:		Success	

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 03/11/2022

Certificate No. GFC2022K36

GRN No. 95975330



Stamp Duty Paid : ₹ 269000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Mlt propmart Private limited

H.No/Floor : Rzd17c

Sector/Ward : Na

LandMark : Mahavir vihar

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 97*****33



Buyer / Second Party Detail

Name : St patricks Realty Private limited

H.No/Floor : Na

Sector/Ward : 48

LandMark : The median central park resorts

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 97*****33

Purpose : For Collaboration Agreement



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

8139

04.11.2022

Collaboration Agreement

- | | |
|--------------------------|--|
| 1. Type of Deed | Collaboration Agreement |
| 2. Name of Village | Dhunela, Tehsil-Sohna |
| 3. Type of Said Land | Freehold agricultural land |
| 4. Area | 4 Kanal 2 Marla 7 Sarsai (0.51667 Acre) |
| 5. Consideration | Rs. 77,50,000/- |
| 6. Stamp Duty | Rs. 2,69,000/- (Calculated at Circle rate of Rs. 2,60,00,000/acre @ 2% of Rs. 1,34,33,333/-) |
| 7. Stamp No./Date | GFC2022K36/03.11.2022 |
| 8. Registration Fees No. | 95975627/02.11.2022 |



प्रलेख न:8139

दिनांक:04-11-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Dhunela

धन संबंधी विवरण

राशि 775000 रुपये

स्टाम्प ड्यूटी की राशि 15500 रुपये

स्टाम्प नं : GFC2022K36

स्टाम्प की राशि 269000 रुपये

रजिस्ट्रेशन फीस की राशि 5000
रुपये

EChallan:95975627

पेस्टिंग शुल्क 0 रुपये

Drafted By: AMIT BAISLA ADV

Service Charge:0

यह प्रलेख आज दिनांक 04-11-2022 दिन शुक्रवार समय 5:13:00 PM बजे श्री/श्रीमती /कुमारी

MLT PROPMART PVT LTD thru ASHOK KUMAROTHER निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी (सोहना)

Sub Registrar
Sohna

हस्ताक्षर प्रस्तुतकर्ता

MLT PROPMART PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ST PATRICKS REALTI PVT LTD thru VISHAVAJEET DHANKHAROTHER

हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRI CHAND NUMBERDAR पिता ---

निवासी ALIPUR व श्री/श्रीमती /कुमारी NARESH पिता ---

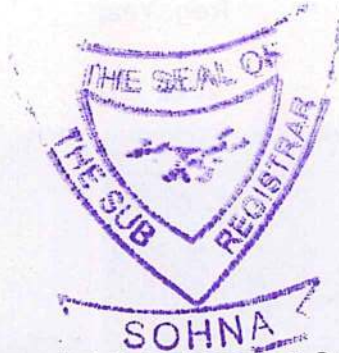
निवासी MANDAWAR ने की।

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

दिनांक 04-11-2022

उप/संयुक्त पंजीयन अधिकारी (सोहना)

Sub Registrar
Sohna



This Collaboration Agreement ('Agreement') is made, executed & registered at Sohna on this 4th day of November, 2022

BY AND BETWEEN:

MLT Propmart Pvt. Ltd. (CIN No. U70100DL2017PTC313012, PAN No. AAKCM9066F), a company registered under the Companies Act, 2013 having its office at RZ-D-17-C, Mahavir Vihar, New Delhi-110045, through its Authorized Representative Mr. Ashok Kumar (Aadhar No.- 9203 3931 9310) who has been duly authorized in this regard vide board resolution dated 03/11/22 (hereinafter referred as "**Owner/Landowner**", which expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the One Part.

AND

St. Patricks Realty Private Limited, (CIN No. U45200HR2008PTC037964, PAN No. AAMCS1877J), a Company incorporated under the Companies Act, 1956 having its registered office at The Median, Central Park Resorts, off Sohna Road, Sector 48, Gurugram, Haryana-122018, through its authorized signatory Mr. Vishvajeet Dhankhar (Aadhar No. 6756 2149 1460) duly authorized in this regard vide board resolution dated 03/11/22 (hereinafter referred to as the "**Developer**", which expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns) of the Second Part.

(The **Owner** and the **Developer** shall hereinafter be individually referred to as the "**Party**" and collectively as the "**Parties**")

WHEREAS:

- (A) The Landowner is owner in possession of land area bearing Khewat No. 229, Khata No. 231, Rect. No. 28, Killa No. 17/1(2-9), Rect. No. 29, Killa No. 11(8-0), 19/1/2(6-15) and Khewat No. 343, Khata No. 347, Rect. No. 29 Kila No. 12/1(7-12) total area in both khewat 24 Kanal 16 Marla **to the extent of 1/6 share i.e. 4 Kanal 2 Marla 7 Sarsai or 0.51667 acre** situated in the revenue estate of Village Dhunela, Tehsil Sohna, District Gurugram, Haryana, as per Jamabandi for the year 2019-2020 and relevant sanctioned mutation and farad badar (hereinafter referred to as "**Project Land**").



Reg. No.

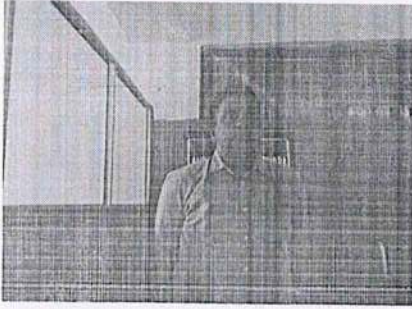
Reg. Year

Book No.

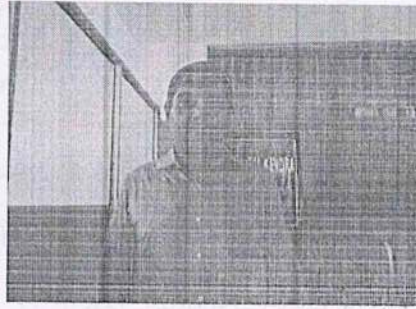
8139

2022-2023

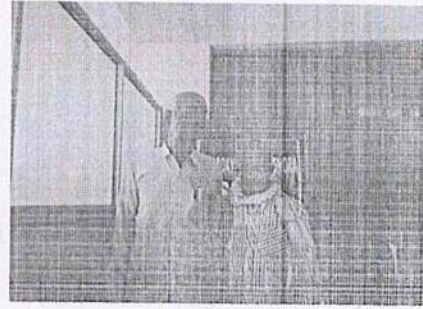
1



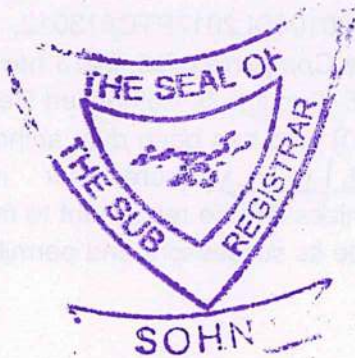
पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru ASHOK KUMAROTHER MLT PROPMART PVT LTD

दावेदार :- thru VISHAVAJEET DHANKHAROTHERST PATRICKS REALTI PVT LTD

गवाह 1 :- SHRI CHAND NUMBERDAR

गवाह 2 :- NARESH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8139 आज दिनांक 04-11-2022 को बही नं 1 जिल्द नं 6739 के पृष्ठ नं 104 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 328 के पृष्ठ संख्या 57 से 58 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 04-11-2022

उप/संयुक्त पंजीयन अधिकारी(सोहना)

Sub Registrar
Sohna





- (B) The Developer has represented that it has the professional expertise, resources and experience to undertake, execute and complete the Real Estate projects including land consolidation, procurement, aggregation for Residential /Commercial /IT /ITES Complex and have accumulated huge chunk of land in village Sohna, Berka, Khaika, Dhunela and other villages in and around Sohna under the Development Plan of Sohna Town ("Project Area").
- (C) The Developer has conceptualized a residential / commercial project and is in process of filing additional application for the grant of license for plotted development to the Office of the Director General, Town and Country Planning, Government of Haryana for such development.
- (D) The Landowner has shown its interest to the Developer to get consolidated its quantum of land inside the Project Area on the mutually agreed terms and conditions and through its own resources and finance.
- (E) The Developer has also represented to the Landowner that it shall obtain all the statutory approvals, file the necessary documents for itself and on behalf of Landowner and comply with the laws, rules, regulations, and notification whether it is required for development and construction of such residential/commercial complex on the Project Land.
- (F) The Developer has carried out the due diligence and verified the title, ownership and possession of the Landowner with respect to the Project Land and is fully satisfied itself that the Landowner is the absolute owner and titleholder and in the possession of the Project Land.
- (G) Relying on the representation of the Landowner, the Developer has agreed to obtain the development rights on the Project Land and share the licensed area upon development of the Project Land in the agreed ratio as mentioned hereinafter.
- (H) The Parties hereto now wish to record and set out the detailed terms & conditions as appearing hereinafter in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **SCOPE**





- 1.1 The subject matter of this Agreement between the Landowner and Developer is for filing of application for grant of licence for the Project Land in accordance with applicable acts and rules of the Director General, Town & County Planning, Govt of Haryana and the execution, completion, marketing and selling of the residential plotted colony / group housing colony / commercial colony / IT / ITES (hereinafter referred to as "**Project**") on the Project Land comprising of such plots, apartments/units & built up structure for residential/commercial purposes as may be decided by the Developer and approved by statutory authorities alongwith common areas, common services including ancillary facilities, amenities, ancillary units, other infrastructure etc. (hereinafter referred to as the '**Units**').
- 1.2 Subject to the compliance of the terms and conditions of this Agreement by the Developer, the Developer shall have obligations to undertake, execute, develop, construct, market and sell the developed plots/units of Project at its own cost and resources.

2. CONSIDERATION

- 2.1 The Developer shall pay an amount of Rs. 77,50,000/- (Rupees Seventy Seven Lac and Fifty Thousand only), calculated at the rate of Rs. 1,50,00,000/- (Rs. One Crore and Fifty Lac only) per acre, as interest free refundable security deposit ("**Refundable Security Deposit**") to the Landowner, out of which an amount of Rs. 25,83,334/- (Rs. Twenty Five Lac Eighty Three Thousand Three Hundred and Thirty Four only) has been paid at the time of registration of this Collaboration Agreement vide cheque bearing no. 410618 dated 04/11/22 drawn on inclusion bank Rs. 25,83,333/- (Rs. Twenty Five Lac Eighty Three Thousand Three Hundred and Thirty Three only) shall be paid after expiry of 12 (twelve) months from the date of registration of this Collaboration Agreement and balance amount of Rs. 25,83,333/- (Rs. Twenty Five Lac Eighty Three Thousand Three Hundred and Thirty Three only) shall be paid after expiry of 24 (twenty four) months from the date of registration of this Collaboration Agreement.

The Landowner shall refund the entire Refundable Security Deposit to the Developer at the time of receipt of notice of possession letter of its developed plotted area form the Developer, as mentioned in clause 2.2 below.

- 2.2 The Landowner shall receive developed plotted area equivalent to 600 sq. yds. for every acre of Project Land. The Developer shall allot in favour of Landowner developed residential plotted area admeasuring 310 sq. yards ("**Landowner's**





Allocation") the location of the developed residential plotted area may be anywhere in the Project, the Landowner shall not raise any objection on the same.

- 2.3 The Landowner and Developer shall be responsible and liable in respect of Income Tax, Goods & Service Tax and all other Applicable Statutory Tax with respect to their respective share of the developed Project area or the sale proceeds thereof.

3. RIGHTS AND OBLIGATIONS OF THE DEVELOPER

- 3.1 The Developer shall on behalf of or through the Landowner shall apply and pursue with the statutory authorities for requisite permissions, sanctions and approvals for the construction of the Project on the Project Land in accordance with the applicable laws, by-laws, rules and/or regulations. The Owner shall render all assistance as may be required by the Developer to obtain such permissions sanctions and approvals. In case any Bank Guarantee is required to be furnished to the office of DTCP or other authorities in the name of the Owner, then the same will be arranged by the Developer as and when asked by the DTCP or other authorities to do so.
- 3.2 The Developer shall finalize all plans of the Project to be submitted for sanction to the sanctioning authorities and the Owner shall not have any objection on this.
- 3.3 The Developer shall pay all costs, fees and other expenses of the contractors, architects, consultants, and other technical experts and all other expenses necessary for the development, completion, marketing and selling of the Project including wages and salaries to all persons employed for this purpose by the Developer or by its agents or nominees and the Owner shall not be responsible or liable for such payments in any manner.
- 3.4 The Developer shall obtain license from the office of Director General, Town and Country Planning, Haryana ("DTCP") and all other approvals required for the development of Project Land at its own cost and expenses. Further the Developer shall complete the development & construction of Project Land within stipulated time period. All the expenses and costs related to the commencement, construction and completion of the Project including expenses and costs for getting the statutory licences and approvals for the commencement, construction and completion of the Project shall be exclusively born and paid by the Developer and the Owner shall not in any manner be liable to pay such costs and expenses. Both the parties shall be obligated to fulfill all the terms and conditions of license granted by Director General, Town & Country Planning, Haryana.





- 3.5 The Developer shall pay the Statutory applicable fees and other charges to the Director General, Town and Country Planning, Haryana in order to obtain licence for the Project on the Project Land.
- 3.6 The Developer shall decide formats of all the agreements, deeds and documents to be executed with allottees/buyer/lessee of the Flats / Plots / Units and the Parties shall execute the agreements, deeds or other documents only in such format as decided by the Developer.
- 3.7 Upon completion of development work of the Project Land and after receiving of the completion certificate/part completion certificate, occupation certificate/part occupation certificate, as the case may be, of the Units/plot, the Landowner shall join as a party to execute the conveyance deed/lease deed in favour of the respective allottees/purchaser/lessee.
- 3.8 The Developer shall hand over the possession of the Units to the respective allottees/purchaser only after receiving the completion certificate/part completion certificate, occupation certificate/part occupation certificate, as the case may be.
- 3.9 The Developer shall achieve the maximum Floor Area Ratio (FAR) as permissible under the law or allowed by the statutory authorities on Project Land.
- 3.10 During and for the development & construction on the Project Land, the Developer shall have the right to engage any contractor for the purpose of construction or any part/phase of the construction or any work incidental to the construction for the Project on the Project Land. The Developer alone shall be liable for any claim, compensation, damages and any other liability, if any, whether statutory or otherwise arising from such engagement of the contractor or sub-contractor as a principal employer or otherwise and the Owner shall not be liable for any such claim, compensation or damages in any manner.
- 3.11 The Developer shall use construction materials of best industry standard in the construction and completion of the Project on the Project Land and for any claim of liability whether statutory or otherwise on account of using the substandard quality of the material by the Developer in the construction and completion of the Project, the Developer alone shall be responsible.
- 3.12 The Developer shall obtain licence/additional license, approval/sanction of lay out plan, Zoning plan, building plan, occupation certificate, completion certificate etc. from Office of the Director General , Town and Country Planning, Haryana, the





developer shall also obtain other necessary approvals as may be required for development of Project Land including but not limited to permission/sanction/NOC from the office of Ministry of Environment and Forest, Airport Authority and any/all other statutory authorities as may be applicable for development of the Project Land. The Developer shall, subject to force majeure conditions, complete development of the Project Land within 72 months of registration of this Agreement.

- 3.13 In case the Owner is required to furnish any bank guarantee to any authority on account of delay in completing the development/construction work, as per the agreed timeline, the Developer shall furnish a counter guarantee to the Owner, equivalent to the value of the delayed work or other amount as may be needed.
- 3.14 The Developer shall be at liberty to avail, if required, the loan facilities from the bank, financial institutions or from any other party for the development and construction of the Project or part of the Project Land, on such terms and conditions, as agreed between the Developer and the bank/financial institutions /other party. For the purpose of obtaining such loan/finance, the Developer shall be entitled to hypothecate/mortgage the Project Land or part of the Project or receivables/other assets. Such loans shall be used exclusively for the Project.
- 3.15 The Developer shall complete the development/construction work on the Project Land, obtain completion certificate/part completion certificate, occupation certificate/part occupation certificate, as the case may be, for the Project Land and offer possession of the Landowner's Allocation to the Landowner.
- 3.16 The Developer may amalgamate, merge, and consolidate any other land into the Project Land while carrying out development of the Project or amalgamate any other project on the Project Land, as may be allowed under applicable policies of DTCP Haryana. The Developer shall ensure that entire Project Land is used for the Project in totality.
- 3.17 The Developer shall not use the Project Land for any purpose other than the purposes of the Project and purposes incidental thereto as permitted under this Agreement and approved by the competent statutory authorities.
- 3.18 Subject to the terms of this Agreement, the Developer shall have the right to execute, develop, market and sell the Project as it may deem fit and proper.





4. RIGHTS AND OBLIGATIONS OF THE OWNER

- 4.1 The Owner is and continues to be the only legal owner and titleholder of the Project Land and the Developer unconditionally undertakes that at no point of time it shall claim any right, interest or title in the Project Land in any manner, except as detailed herein.
- 4.2 Subject to other terms and conditions of this Agreement the Owner has upon the execution of this Agreement given complete rights of development of the Project on the Project Land to the Developer.
- 4.3 That the Owner shall execute & register Irrevocable General Power of Attorney & Special Power of Attorney authorizing the Developer for submitting applications to various authorities for obtaining license, approvals, sanctions for development of the Project Land and/or allotment of the developed Units, to hand over possession and to execute conveyance deeds of respective Units in favour of purchasers, to issue orders for procuring building materials/other materials, to issue work orders/contracts, to appoint contractor, architect and other professionals as may be required for development of the Project Land and for all other matters required to be done and performed in connection with the development, construction and completion of the Project Land in accordance with the applicable laws, rules and regulation, to give authority and power to enter into booking application, execute and get registered the agreement for sale/plot buyers agreement, conveyance deed/sale deeds/lease deed in favour of allottees/purchasers/lessee of the developed Units, to receive booking amount/sale consideration/rent in its own name from the allottees/purchasers, to issue receipts for the same.
- 4.4 The Owner shall, if required, sign and execute any/all documents, as may be required, for sanctions and other statutory approvals for the Project including registration of the Project with Haryana Real Estate Regulatory Authority, Gurugram under RERA Act & HRERA Rules. However, all expenses, fees and charges payable for such sanction and approvals shall be born and paid by the Developer.
- 4.5 The Owner covenants with the Developer that it shall supply and provide all documentary evidence as may be required by the concerned statutory authorities and the Owner shall upon the request of the Developer sign, and execute such other documents and deeds and papers etc. as may be necessary for the development, construction and completion of the Project. However, the Owner shall not sign and/or execute any document or deed which may adversely affect the ownership or title of the Project Land.





- 4.6 Subject to the compliance of the terms and conditions of this Agreement by the Developer, the Owner shall not interfere with or obstruct in any manner with the execution and completion of the development and construction of the Project and/or booking and sale/lease in the Project area.

5. **REPRESENTATION AND WARRANTIES BY DEVELOPER**

The Developer represents and warrants that:

- (a) Developer has full power and authority to enter into and implement this Agreement.
- (b) Developer or any of its subsidiary or its holding company shall not claim or raise any dispute against Owner or any of the subsidiaries or holding company of the Owner with respect to the Project Land.

6. **REPRESENTATION AND WARRANTIES BY THE OWNER**

The Owner represents and warrants that:

- (a) The Owner has full power and authority to enter into this Agreement.
- (b) The Owner is the rightful owner of the Project Land and has marketable title and full power to hold, dispose off and deal with the same for the purpose of this Agreement.
- (c) Subject to other terms and conditions of this Agreement, the Owner shall not do any act/omission to dispossess the Developer from the Project Land.

7. **EVENTS OF DEFAULT**

The following events shall constitute an event of default by the Developer ("Developer Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- (a) The Developer is in breach of any term and condition of this Agreement.
- (b) The Developer or any of its subsidiary company or holding company or other associate company claims its entitlement or raises any disputes based on title of the Project Land or any portion of the Project Land in any manner whatsoever.
- (c) Resolution is passed by the shareholders of the Developer for voluntary winding-up of the Developer.
- (d) The Developer is adjudged bankrupt or insolvent or if a trustee or a receiver or provisional liquidator or administrator is appointed over the substantial portion of the Developer's assets.





- (e) The Developer is ordered to be wound up by a Court of competent jurisdiction, except for the purpose of amalgamation and reconstruction, or files for voluntary winding up except for purposes of amalgamation or reconstruction provided that the property, assets and undertakings of the Developer are transferred to a successor and provided that such amalgamation or reconstruction does not adversely affect the ability of the amalgamated or reconstructed entity to perform its obligations under this Agreement and the successor has assumed in writing unconditional responsibility for the performance of the Developer's obligations under this Agreement.

The following events shall constitute an event of default by Owner (a "**Owner Event of Default**") unless such event as occurred as a result of a Force Majeure Event:

- (a) The Owner is in breach of any term and condition of this Agreement. The ownership or possession of the Owner of the Project Land is transferred to any third party due to any order/judgment of competent court.
- (b) Resolution is passed by the shareholders of the Owner voluntary winding-up of the Owner .
- (c) The Owner is adjudged bankrupt or insolvent or if a trustee or a receiver or provisional liquidator or administrator is appointed over the substantial portion of the Owner's assets.
- (d) The Owner is ordered to be wound up by a Court of competent jurisdiction, except for the purpose of amalgamation and reconstruction, or files for voluntary winding up except for purposes of amalgamation or reconstruction provided that the property, assets and undertakings of the Owner are transferred to a successor and provided that such amalgamation or reconstruction does not adversely affect the ability of the amalgamated or reconstructed entity to perform its obligations under this Agreement and the successor has assumed in writing unconditional responsibility for the performance of the Owner's obligations under this Agreement.

In case of default by either Party, as detailed hereabove, the other Party shall only be entitled to claim damages/compensation as per applicable laws.

8. ACQUISITION

If the Project land or any part thereof is notified for acquisition, the Developer shall be authorized to challenge such notifications/ acquisition and file necessary





proceedings in this behalf. The Developer shall try its level best to have such land released from the purview of acquisition. However, in case the Project land or any part thereof is acquired and no FAR qua such acquired portion is available to the Developer, in such event the Developer shall be entitled to claim back the proportionate amount of refundable security deposit and the Land Owner's Allocation shall stand reduced proportionate to such acquired land. The compensation amount shall belong exclusively to the Owner.

9. **FORCE MAJEURE**

If the performance of this Agreement is interfered with by reason of acts of God, pandemic, epidemic, explosion, vandalism, storm or other similar catastrophes, or of any civil or military authority, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties; ("**Force Majeure**"), then the Party affected shall be excused from such performance on a day-to-day basis.

In the event of occurrence of Force Majeure event, the affected Party shall within fifteen days from the date of such occurrence notify the other Party, stating the nature of such events and the degree to which the performance under this Agreement shall be affected. Likewise, upon the cessation of such event, the affected Party shall provide prompt notice to the other Party.

10. **INDEMNITY**

10.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified from and against any and all loss, damage or liability in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's sub-consultants, contractor, sub-contractor, employees and/or the agents and any breach resulting in any successful claim by any third party or violation of any permission, rules and regulations or bye-laws or arising out of any accident or otherwise.

10.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified from and against any and all loss, damage or liability resulting from breach of this Agreement by the Owner including any defect in the title of the Project Land, any act of neglect or default of Owner's employees and any breach resulting in any successful claim by any third party or violation of any permission, rules and regulations or bye-laws or arising out of this Agreement.





11. The Developer shall be liable to comply with the terms and conditions of license(s) granted for the Project Land by the office of DTCP, Haryana. The Developer shall be liable and responsible to comply with the applicable laws including the Haryana Development and Regulation of Urban Area Act-1975 and rules and regulations framed/issued thereunder. The Developer shall be responsible to comply with the terms of license and the provisions of Haryana Development and Regulation of Urban Area Act-1975 till completion of the Project/development of Project Land, grant of completion certificate/occupation certificate as may be applicable, or as may be directed by the office of DTCP.
12. Irrespective of any other inconsistency of other clauses of this Agreement, this Collaboration Agreement shall be irrevocable and no modification or amendment shall be carried out without prior approval of the DTCP, Haryana.
13. **ASSIGNMENT**
This Agreement cannot be assigned (nor any rights and obligations) by any Party without the express written consent of the other Party.
14. **DENIAL OF AGENCY**
These presents do not create any Partnership or Joint Venture or Association of Persons between the Parties hereto. Each of the Parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else.
15. **ARBITRATION**
Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Parties. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred for adjudication by a sole arbitrator to be appointed by mutual consent of both the Parties. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any rules made there under, as amended from time to time. The seat of the arbitration shall be Gurugram, Haryana. Both the Parties shall bear their respective costs of arbitration proceedings, the fee/expenses of the arbitrator shall be shared equally by both the Parties. The courts at Sohna, Gurugram, Haryana shall have exclusive jurisdiction to entertain and decide any disputes between the Parties.

In case any dispute is referred to arbitration the Parties shall continue to perform their duties and obligations under this Agreement.





16. NOTICES

All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by registered post or courier in each case on the address provided hereinabove.

17. SEVERABILITY

In the event that any of the provisions of this Agreement shall be determined invalid, void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

18. WAIVER

A Party may waive any rights under this Agreement only by written waiver duly signed by such Party. No failure of a Party to exercise any right or to insist upon strict compliance of any obligation(s) by the other Party and no custom or practice of the Parties at variance with this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair such Party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

19. MODIFICATION AND VARIATION

That any change, modification or alteration or any amendment, whatsoever, to this Agreement or its Schedules, if any, shall be made with mutual written consent of the Parties hereto, signed by authorized representatives of both Parties. Any change, modification or alteration or any amendment in this Agreement shall be done only after obtaining prior approval from the office of DTCP, Haryana.

20. TAXES AND DUTIES

Except the licence fee and other expenses related to the licence or incurred in the procurement of licence all other rates, cesses and taxes due and payable in respect of the Project Land till the date of execution of this Agreement shall be the exclusive liability of the Owner. Upon and from the date of execution of this Agreement, the Developer shall be responsible to pay all taxes, levies, fee and charges on the Project Land and on the construction on the Project Land till the time Units are not completed and transferred to third party/parties for a consideration. On or after transfer of the constructed Units to third parties, the





16. FORCE MAJEURE
 If any Party is prevented or hindered from performing its obligations under this Agreement by a force majeure event, it shall not be in breach of this Agreement if it notifies the other Party in writing within 15 days of the occurrence of such event and takes all reasonable steps to mitigate the effects of such event.

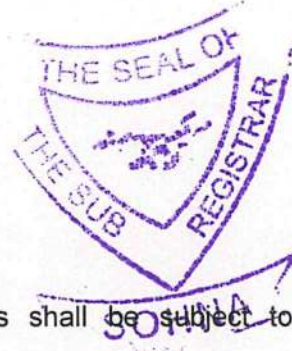
17. ASSIGNMENT
 Neither Party may assign its obligations or rights under this Agreement without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

18. WAIVER
 The failure of either Party to exercise any right or remedy provided in this Agreement shall not constitute a waiver of such right or remedy. A single instance of waiver shall not constitute a general waiver of such right or remedy. Any waiver must be in writing and signed by the Party waiving such right or remedy.

19. MODIFICATION AND VARIATION
 This Agreement may be modified or varied by a written instrument signed by both Parties. Any oral modification or variation shall be null and void.

20. TAXES AND DUTIES
 Each Party shall be responsible for paying all taxes and duties imposed on its income or assets in its country of residence. Each Party shall also be responsible for paying all taxes and duties imposed on its income or assets in the other Party's country of residence.





liability to pay such taxes or proportionate taxes shall be subject to the agreement with such third parties.

21. **GOVERNING LAW**

This Agreement and matters connected with the performance thereof will be construed, interpreted, applied and governed in all respects in accordance with the laws of India.

22. **STAMP DUTY & REGISTRATION CHARGES**

All the expenses of this collaboration agreement viz. Stamp Duty, Registration Fee/Charges etc. shall be borne and paid by the Developer.

23. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties on the subject matter hereof and supersedes all previous negotiations, commitments, representations and writings, written or oral thereto. Each Party has participated equally in the preparation of this Agreement and assumes joint responsibility for the form and content hereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal to these present on the day, month & year first above written in the presence of the following witnesses:

Drafted by: [Signature]

SIGNED, SEALED AND DELIVERED

By the within named "Owner"
For & on Behalf of

SIGNED, SEALED AND DELIVERED

By the within named "Developer"
For & on Behalf of

MLT Propmart Pvt. Ltd.



through its authorized signatory

St. Patricks Realty Private Limited,



through its authorized signatory

WITNESS:-1

[Signature]

SHEKHAR HAMBARDAR
Vill. - T.h. Sohna
Dist. Gurgaon (HR)

WITNESS:-2

[Signature]

Naresh S/o Shri Kishan
Vill. - Mandawar



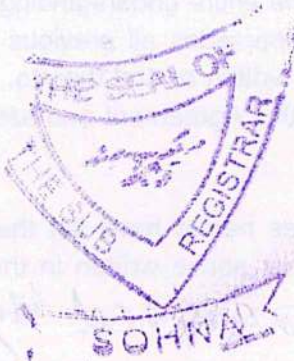
to be in full force and effect from the date of the
agreement and shall be binding on the

GOVERNING LAW

The Agreement and matters connected with the performance thereof shall be
governed by the law of the State of New York.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties on the
subject matter hereof and no other oral or written agreement shall be binding on the Parties.



The Agreement constitutes the entire understanding between the Parties on the
subject matter hereof and no other oral or written agreement shall be binding on the Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals at New York, New York, this 1st day of January, 1991.

SIGNED, SEALED AND DELIVERED
By the within named Party
For and in behalf of



Witnessed by me and signed
at New York, New York

Witnessed by me and signed
at New York, New York