

10982

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 16/12/2024

Certificate No. E0P2024L1036

GRN No. 125275712



Stamp Duty Paid : ₹ 426000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Hari chand

H.No/Floor : X

City/Village : Kheri kalan

Phone : 98*****19

Sector/Ward : X

District : Faridabad

Others : Smt savita

LandMark : X

State : Haryana



Buyer / Second Party Detail

Name : Prosper buildsquare llp

H.No/Floor : 1164

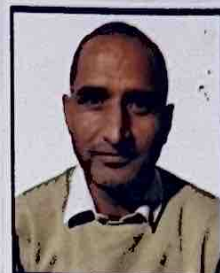
City/Village: Faridabad

Phone : 98*****19



LandMark : X

State : Haryana



Purpose : COLLABORATION

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

COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this the 17th day of December 2024.

BETWEEN

1. SAVITA (ADHAR NO. 4272 8791 1819 PAN NO. EQSPS1719A) WIFE OF LATE SH. SURENDER KUMAR RESIDENT OF HOUSE NO. 526, MOHALLA HUNGA, VILLAGE KHERIKALAN, DISTRICT FARIDABAD AS LEGAL GUARDIAN OF MR. AKSHAYA NARWAT (MINOR) SON OF LATE SH. SURENDER KUMAR

SAVITA IS APPOINTED AS GUARDIAN VIDE ORDER DATED 11.11.2024 BY THE COURT OF LD. ADDITIONAL CIVIL JUDGE (SR. DIVISION), FARIDABAD IN THE MATTER TITLED AS SAVITA VERSUS GENERAL PUBLIC.

2. HARICHAND (ADHAR NO. 7593 3006 6873 PAN NO. AJHPC8929J)SON OF SHRI DULICHAND RESIDENT OF VILLAGE KHERIKALAN, TEHSIL AND DISTRICT FARIDABAD, HARYANA.

hereinafter collectively referred to as the "Owners", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include their respective successors, legal heirs, administrators, assignees, nominees, representatives and authority holders, of the ONE PART.

SAVITA



Harichand



For PROSPER BUILDSQUARE LLP

Subal

Auth. Signatory

प्रलेख नं:10982

दिनांक:17-12-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील फरीदाबाद

गांव/शहर भूपानी

धन संबंधी विवरण

राशि 21300000 रुपये

स्टाम्प ड्यूटी की राशि 426000 रुपये

स्टाम्प नं : E0P2024L1036

स्टाम्प की राशि 426000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:125328246

पेस्टिंग शुल्क 0 रुपये

Drafted By: VINAY RAWAT ADV

Service Charge:0

यह प्रलेख आज दिनांक 17-12-2024 दिन मंगलवार समय 5:16:00 PM बजे श्री/श्रीमती /कुमारी हरीचन्द पुत्र दुलीचन्द हरिचन्द पुत्र दुलीचन्द SAVITA ETC पत्नी SURENDER KUMAR निवास FBD द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

SAVITA

Harichand

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

हस्ताक्षर प्रस्तुतकर्ता
हरीचन्द हरिचन्द SAVITA ETC

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS PROSPER BUILDSQUARE LLP THRU SATPAL हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी VINAY RAWAT पिता ADV निवासी FBD व श्री/श्रीमती /कुमारी S K BATRA पिता ADV निवासी FBD ने की । साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

SAVITA

Harichand

उप/संयुक्त पंजीयन अधिकारी (फरीदाबाद)

Kr. Vinay Rawat Adv.
District Court Faridabad
(Witnessed the registration only)

S. K. BATRA
Advocate
Distt. & Session Court,
Sec.-12, Faridabad (Hr.)

17-12-2024

AND

M/S PROSPER BUILDSQUARE LLP, a limited liability partnership firm duly incorporated and validly existing under the Limited Liability Partnership Act, 2008, having its office at H. No. 1164, Sector - 17, Faridabad acting through its Partner / Authorized Representative, **SH. SATPAL** [ADHAR NO. 9491 8505 5805] SON O SH. RAM ISHAN RESIDENT OF VILLAGE KHERI KALAN, FARIDABAD, HARYANA (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders, of the **OTHER PART**).

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

WHEREAS the Owners are the sole and legal, actual, exclusive and absolute owners having legal, valid and marketable rights, title and interests and are in actual, vacant and peaceful physical possession of the agricultural land situated in the revenue estate of village Bhupani, Tehsil and District Faridabad as per details given in Schedule - I annexed hereto with this Agreement. The sum of all the khewats is 14Kanals4Marlas (1.775 acres) (hereinafter referred to as the "**said Land**") situated in the revenue estate of village Bhupani, Tehsil and District Faridabad.

AND WHEREAS the Owners have represented and warranted to the Developer that the said Land is free from all third party rights, title or interests and is further free from all charges, liens, attorneys, encumbrances, notices, acquisition notifications, disputes, litigations, mortgages and the Owners have not created any third party rights or interests in the said Land of any kind or nature whatsoever. The Owners are having absolutely clear, legal and valid marketable rights, title and interests in the said Land.

AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities of the government and is further technically and financially capable to undertake the development works as per the terms of license/change of land use granted or to be granted by the relevant authority/department of the State of Haryana.

AND WHEREAS the Owners had approached the Developer to obtain the license / conversion of land use for the development of the said Land into residential, commercial, institutional, affordable housing, plotted, IT or any other use as may be permitted in accordance with the existing policies, norms, rules or byelaws of the authority of the State of Haryana and to carry out the development and construction works of the said appropriate project as per the terms of the license / conversion of the land use that may be granted by the relevant authority / department of the State and the Developer has agreed to the same. Now therefore, the Parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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For PROSPER BUILDSQUARE LLP

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Auth. Signatory

1. That the Owners hereby grant and convey their permission, consent and approval to the Developer and the Developer hereby agrees and accepts to develop, construct, market, sell and obtain all relevant approvals, sanctions, permissions and no-objections from all appropriate authorities to develop any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter including any residential group housing colony, affordable or otherwise, plotted colony, affordable or otherwise, commercial colony, institutional colony, IT - cyber park, Deen Dayal Jan Awas Yojana or any other projects as may be permitted in accordance with the prevalent policies of the authority.
2. That the entire costs and expenses required for carrying out construction, development and completion of the intended project or projects including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses to be obtained in respect to the said Land shall be solely and exclusively borne by the Developer. The Owners shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect and entire financial costs, expenses, charges, fees or any other expense shall be solely and exclusively borne by the Developer.
3. The Parties have agreed that in lieu of the mutual covenants of the Parties under this Collaboration Agreement, the Owners and the Developer have agreed to share the sale proceeds that may be received from the sale of the units / built-up areas of the project in the ratio of 70 : 30 by the Developer and the Owners, respectively. The revenue share of 25% shall be shared by the Owners in proportion of their entitlement in the Land as per the details mentioned in the Schedule - I attached hereto. It is further agreed between the Parties that the Owners shall be entitled to receive the revenue share of 25% out of the total revenues realized out of the Project subject to the receipt of a maximum sum of Rs. 2,03,00,000/-. The Owners shall not be entitled to receive any amount more than the aforesaid agreed amount out of the sale revenues realized from the Project. It is agreed between the Parties that the Developer shall be fully entitled to fix the price at which the units / built-up areas of the project to be marketed and sold. The Developer is hereby making the payment of a sum of Rs. 1,00,000/- (Rupees One lac only) as non-refundable security deposit to the Owners as consideration for entering into this Agreement. The details of the payment are annexed herewith as **Annexure - A**.
4. The physical possession of the said Land has been handed over to the Developer by the Owners to carry out the work of development, marketing, sale and construction of the project or projects as may be approved by the appropriate authorities as may be allowed by the prevalent norms, statutes, rules, policies and byelaws of the authority / department of the State. The development of the project or projects on the said Land shall be done by the Developer at its sole discretion without any interference or objection from the Owners and their legal heirs.
5. That the Owners agree that the Owners in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said Land and irrevocably vested in the Developer all the powers and authority of the Owners as may be necessary for the development, construction and completion of the proposed project or projects on the said Land as and when desired by the Developer.

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For PROSPER BUILDSQUARE LLP

Auth. Signatory

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6. That the Developer shall for and on behalf of and in the name of the Owners apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project(s) on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be fully entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
 7. The Developer shall file appropriate applications with the Director General, Town & Country Planning- Haryana (Chandigarh) ("DGTCP") subject to the Owners signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owners at all forums and offices including DGTCP, HUDA and government of Haryana. The Owners also agree to execute a power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) as may be required by the Developer for the purposes of obtaining all sanctions, licenses, approvals, permissions and no-objections for development, marketing and sale of the project(s) from the appropriate authorities.
 8. The Developer shall develop, construct, market, sell and complete the project(s) on the said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owners shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals pertaining to construction, development, marketing, sale and completion of the project(s).
 9. The responsibility of obtaining the licence / conversion of land use shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from Director General Town and Country Planning, Haryana, Chandigarh and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantees etc. for the payment of External Development Charges, Internal Development Charges or any other charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners.
 10. The Parties have agreed that the building plans shall be filed for permission to construct the maximum permissible covered area on the said Land and for obtaining the maximum permissible FAR over the said Land as per the terms of the license(s) that may be granted by DGTCP.
 11. The Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said Land in full or in parts and the Owners shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable power of attorney issued in its favour.

Sunita



Harishankar



For PROSPER BUILDSQUARE LLP

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Auth. Signatory

12. The Owners shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the project on the said Land at any point of time in present or in future.
13. The Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole and exclusive responsibility of the Developer.
14. All rates, cesses, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of this agreement, shall be the exclusive responsibility/liability of the Owners, after this date the same shall be the exclusive responsibility of the Developer. Thereafter, the same shall be borne by Owners and Developer jointly in proportion of their respective shares in the built-up property i.e. in the ration of one is to nine respectively.
15. The Owners undertake irrevocably to constitute the Developer and/or its nominees as their attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owners as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and to enter into agreement to sell and / or execute and register sale-deed or such other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
16. The Owners have undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of un-built or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
17. The Owners declare and assure the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owners have not received any notice from any authority in respect of the said Land. The Owners further agree and undertake to keep the said Land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.

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Harichand



For PROSPER BUILDSQUARE LLP

Sabaal

Auth. Signatory

18. The Owners agree, confirm and assure that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owners shall compensate the Developer pro-rata except in the case of acquisition by the government of Haryana when the Developer shall be entitled to receive compensation directly from the State government or any of its authorities and to this effect the Owners hereby authorize the Developer and/or any of its nominee(s)/assignee(s) etc. to do the necessary acts/deeds/things, including receiving the compensation thereof from the government.
19. In case the said Land or any part thereof now declared to be belonging to the Owners is lost or found wanting on account of any defect in the title of the Owners or right of the Owners to transfer the same or any other person claiming title paramount to the Owners or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owners, the Owners shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owners agree and undertake to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.
20. All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
21. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
22. After the construction of project, sale deeds or such other documents effecting the transfer of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owners shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of general power of attorney executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owners.
23. The Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
24. All the original papers, title documents relating to the said Land in the name of the Owners is being retained in the safe custody of the Developer.

Sovita



Harish Chandra



For PROSPER BUILDSQUARE LLP

Sakshat
Auth. Signatory

25. The Owners shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGTCP in respect of the project sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owners in this regard.
26. All previous understandings, agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
27. In the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a single arbitrator to be appointed jointly by both the parties in accordance with the Arbitration and Conciliation Act, 1996 or any of its statutory amendments, modifications, thereof. Subject to the arbitration between the Parties the Courts at Faridabad shall alone have the jurisdiction to entertain and decide such dispute.
28. The Owners and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
29. This Agreement shall not create the relationship of the partnership between the Owners and Developer.
30. This Agreement is irrevocable and shall remain binding on the Parties.
31. The Parties have agreed to not to amend, supplement and, or cancel any of the terms of this Agreement and if required the Parties shall obtain the prior written permission from the Director General Town and Country Planning, Haryana before making any amendment, supplement and, or cancelling the terms of this Agreement.
32. The Developer shall always comply with all the terms and conditions as may be incorporated in the letter of intent and license to be granted by the Director General Town and Country Planning, Haryana in respect to the said Land. The Developer shall always comply with the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules framed thereunder. The Developer shall remain bound with the terms and conditions of the licenses until the Developer obtains the Final Completion Certificate or till DGTCP specifically allows the release of the Developer from complying with such terms and conditions.
33. That the terms of the Agreement shall be irrevocable and no modification or alterations of the terms and conditions of the Agreement can be undertaken except after obtaining prior written approval of DTCP.

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Harichan



For PROSPER BUILDSQUARE LLP

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Auth. Signatory

IN WITNESS WHEREOF the Parties have signed this Agreement at Faridabad on the date, month and year first above written in the presence of witnesses.

Harichand
HARICHAND



Savita
SAVITA



As Legal Guardian of Mr. Akshaya Narwat
OWNERS

For PROSPER BUILDSQUARE LLP

Rajpal

Auth. Signatory

For PROSPER BUILDSQUARE LLP

Partner
DEVELOPER

WITNESSES:

1.

Kr. Vinay Rawat
Kr. Vinay Rawat Adv.
District Court Faridabad
(Witnessed the registration only)

2.

S. K. Batra
S. K. BATRA
Advocate
Distt. & Session Court,
Sec.-12, Faridabad (Hr.)

DRAFTED BY
Kr. Vinay Rawat
Kr. Vinay Rawat Adv.
District Court Faridabad.
(Drafted as per Directions &
Instructions of the Vendee)

SCHEDULE - I

DETAILS OF THE LAND ADMEASURING 14 KANAL 04 MARLAS SITUATED IN THE REVENUE ESTATE OF VILLAGES BHUPANI, FARIDABAD, HARYANA

Village Bhupani- Harichand S/o Shri Duli Chand entitled to 1/6 share and Smt. Savita W/o Shri Surender Kumar entitled to 1/12 share

Khewat	Rectangle	Kila No.	Area K-M
1029	90	13/1	0-16
		19	8-0
		21	X-X
		22	6-2
		23/1	3-0
		92	2
		3/2	X-X
		Total	19-6
		Owner's Share	4Kanal - 17Marlas

Village Bhupani- Harichand S/o Duli Chand salam

Khewat no.	Rectangle no.	Kila No.	Area K-M
690	90	12/2	0-0
		13/2/1	2-10
476	90	18/3/2	3-14
		8/2/1/2	3-3
Total OWNER'S Share			9 Kanal - 7 Marlas

Grand Total Owner's Share 14Kanal-04 Marlas

Savita



Harichand



For PROSPER BUILDSQUARE LLP

Sabir

Auth. Signatory

Reg. No.

Reg. Year

Book No.

10982

2024-2025

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- हरीचन्द हरिचन्द SAVITA ETC SAVITA Harichan उप/सयुक्त पंजीयन अधिकारी
दावेदार :- MS PROSPER BUILDSQUARE LLP THRU SATPAL Satpal
गवाह 1 :- VINAY RAWAT Vinay
गवाह 2 :- S K BATRA S K Batra

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10982 आज दिनांक 17-12-2024 को बही नं 1 जिल्द नं 13 के पृष्ठ नं 145.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 379 के पृष्ठ संख्या 4 से 8 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 17-12-2024

उप/सयुक्त पंजीयन अधिकारी फरीदाबाद