

5.8
07-05-2020Collaborial
No. (

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 05/05/2020

Certificate No S0E2020E23



GRN No. 64406079

Stamp Duty Paid : ₹ 288800
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Narender Singh Yadav
 H.No/Floor : Na Sector/Ward : Na LandMark : Dhaliawas
 City/Village : Dhaliawas District : Rewari State : Haryana
 Phone: 98*****95 Others : Sudhir kumar

Buyer / Second Party Detail

Name : B m gupta Developers Private limited
 H.No/Floor : 5948/5949 Sector/Ward : Na LandMark : Basti harphool singh sadar thand rd
 City/Village : Delhi District : Delhi State : Delhi
 Phone : 94*****03

Purpose : Non Judicial Stamp Paper for Collaboration Agreement

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

NSingh Sudhir

For B.M. Gupta Developers Pvt. Ltd.
Auth. Signature
REWARI

DDO Code: 0367 E - CHALLAN Government of Haryana Candidate Copy

Valid Upto: 12-05-2020 (Cash)
06-05-2020 (Chq/DD)

GRN No: 0064406548 Date: 05 May 2020 14:31:59

Office Name: 0362 TEHSILDAR REWARI

Treasury: Rewari

Period: (2020-21) One Time

Head of Account	Amount
0030-03-104-99-51 Fees for Registration	50000
0030-03-104-97-51 Pasting Fees	3
PD AcNo	0
Deduction Amount: ₹	0
Total/Net Amount: ₹	50003

₹ Fifty Thousands Three Rupees

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:

Tenderer's Name: B M Gupta Developers Pvt Ltd

Address: Delhi

Particulars: Registration Fee And Pasting Fee

Cheque-DD-
Detail:

Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: 000150921163405052020

Payment Date: 05/05/2020

Bank: SBI Aggregator

Status: Success

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Address: Delhi

Particulars: Registration Fee And Pasting Fee

Cheque-DD-
Detail:

Depositor's Signature

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Bank CIN/Ref No: 000150921163405052020

Payment Date: 05/05/2020

Bank: SBI Aggregator

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.



STAMP NO. S01:2020E23

DATE 05-05-2020

AMOUNT Rs.2,88,800/-

COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** (hereinafter "Agreement") is made and executed at Rewari on this 07th day of May, 2020.

BETWEEN

Mr. Narender Singh Yadav - Mr. Sudhir Kumar Sons of Sh. Suraj Bhan S/o Sh. Hari Singh R/o Vill. Dhaliawas, Tehsil & Distt. Rewari (Haryana) (hereinafter jointly referred to as "Owners" which expression shall, unless repugnant to the context thereof, be deemed to include their heirs, attorneys, successors, and permitted assigns);

All above being the party of the FIRST PART.

AND

M/S B. M. GUPTA DEVELOPERS PVT. LTD. (CIN: U45400DL2008PTC175758) a company incorporated under the Companies Act, 1956 and having its registered office at Room No.2, First Floor, 5948 & 5949, Basti Harphool Singh, Sadar Thana Road, Delhi - 110006 (hereinafter referred to as "Developer" represented through its Authorized signatory **Mr. Ravi Shanker Gupta** authorized by board resolution dated 10-07-2019 which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the SECOND PART;

The "Developer/Second Part" and the "Owners/First Part" shall hereinafter be individually referred to as the "Party" and collectively as "Parties".

The Annexures to the present agreement and the Recitals herein under are an integral part of this Agreement.

WHEREAS the Owners are the absolute and lawfully recorded Owners and in physical possession of agricultural land forming part of Khewat No.118, Khatoni No.137, Rectangle No.33, Kila No. 23(8-0) 24(8-0) & Rectangle No.37 Kila No.3/1(2-9) 4/1(2-9) Kitat 4 measuring 20Kanal 18 Marla, Khewat No.123, Khatoni No.142, Rect. No.33, Kila No.17/1/2(0-11) Kitat 1 measuring 0 Kanal 11 Marla and Khewat No.160, Khatoni No.182, Rect. No. 33, Kila No. 17/2/1(0-11) Kitat1 measuring 0 Kanal 11 Marla. Total measuring 22 Kanal situated in the revenue estate of Village Dhaliawas, Sector 26 & 27, Tehsil & District Rewari, Haryana. The revenue records (Immovable Property Transfer Deed in Blood Relation vide Regn. No. 57 Dated 07-05-2020 and Aksh Saxra) provided by the Landowners is attached as ANNEXURE-A). (Hereinafter referred to as the "the Said Land").

WHEREAS the Land Owners and Developers are both allowed to use the land bearing Rect. No.33, Kila No.17/1/2(0-11) 17/2/1(0-11) Kitat 2 measuring 1 Kanal 2 Marla as Gair Mumkin Rasta.

AND WHEREAS, the Developer contemplate to develop the above said land by developing DeenDayal Jan Awas Yojana - Affordable Plotted Housing Policy, 2016 (DDJAY-APHP,2016) (hereinafter "Project") thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the competent authority. However, if due to any circumstances like DeenDayal Jan Awas Yojana no more available, the Developer is free to choose other government scheme including but not limited to extension of its previous plotted colony.



Sudhir Kumar



प्रलेख नः 58

दिनांक: 07-05-2020

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील रिवाड़ी

गांव/शहर ढालियावास

धन संबंधी विवरण

राशि 14437500 रुपये

स्टाम्प ड्यूटी की राशि 288750 रुपये

स्टाम्प नं : SOE2020E23

स्टाम्प की राशि 288800 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan: 64406548

पेस्टिंग शुल्क 0 रुपये

Drafted By: Vinay Yadav Adv.

Service Charge: 0

यह प्रलेख आज दिनांक 07-05-2020 दिन गुरुवार समय 1:21:00 PM बजे श्री/श्रीमती /कुमारी
नरेन्द्र सिंह यादव पुत्र सुरजभान सुधीर कुमार पुत्र सुरजभान निवास ढालियावास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

N Singh

Sudhir

उप/संयुक्त पंजीयन अधिकारी (रिवाड़ी)
रिवाड़ी

हस्ताक्षर प्रस्तुतकर्ता

नरेन्द्र सिंह यादव सुधीर कुमार

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms BM GUPTA DEVELOPERS PVT LTD thru THRU RAVI SHANKAR
GUPTA OTHER हाजिर हैं। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी अंकित गुप्ता पिता विनय कुमार गुप्ता
निवासी रेवाड़ी व श्री/श्रीमती /कुमारी पिता
निवासी ने की।

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

दिनांक 07-05-2020

उप/संयुक्त पंजीयन अधिकारी (रिवाड़ी)
सच रिवाड़ी
रेवाड़ी



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AND WHEREAS the Owners/First Part are not fully equipped to execute and complete the work of development and construction of the proposed project and have approached the Developer/Second Part who is engaged in the development and constructions of various types of buildings and is well experienced in the line of business and as such the Owners wish to collaborate with the developer in the execution and completion of the said project on the said land in terms of the license and approvals granted.

AND WHEREAS the Owners/First Part assure and declare that they are the legal and absolute owners of the Said Land and have full rights to enter into this collaboration agreement with the Developer/Second Part and there is no dispute/family dispute, litigation charge, mortgage or any third party's interest of any nature.

AND WHEREAS the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owners, has agreed to undertake the development, execution, marketing and completion of the said Project as may be licensed by the competent authority (hereinafter referred to as the "said Project") on the said land on the terms and conditions hereinafter appearing herein under.

NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:

1. That the subject matter of this Collaboration Agreement between the Owners and the Developer regarding the total land admeasuring **22 Kanal or 2.75 Acres**, as per **Annexure-A** to the present Agreement for utilizing the same for Development and construction of the said Project.

The Developer M/s B. M. Gupta Developer Private Limited shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DGTCP, Haryana, Chandigarh whichever is earlier.

2. That it is acknowledged and confirmed by the parties that the present Agreement is for development of the subject land and does not constitute sale of the land and hence the Owners shall continue to be the owners of the subject land as per the above respective shares.
3. That the Owners further declare that notification u/s 4/6 of Land Acquisition Act has not been issued/published by the Government land acquisition Department in respect of the said Land.
4. That the said land is not mortgaged/charged/encumbered.
5. That the Owners have declared and represented to the Developer that there are no disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, unauthorized occupation, claim and litigations and acquisition/charge/encumbrance and the Owners shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/acting upon these declaration and representation/undertaking of the Owners.

NSYC S4dhw

For B.M. Gupta



Reg. No.

Reg. Year

Book No.

58

2020-2021

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- नरेन्द्र सिंह यादव सुधीर कुमार *N Singh* उप/संयुक्त पंजीयन अधिकारी
दावेदार :- thru THRU RAVI SHANKAR GUPTA OOTHERMS BM GUPTA DEVELOPERS PVT LTD *Sudhir*
गवाह 1 :- अंकित गुप्ता *Ankit Gupta*
गवाह 2 :- _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 58 आज दिनांक 07-05-2020 को बही नं 1 जिल्द नं 626 के पृष्ठ नं 4.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 8584 के पृष्ठ संख्या 48 से 59 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 07-05-2020 *07/05/2020*

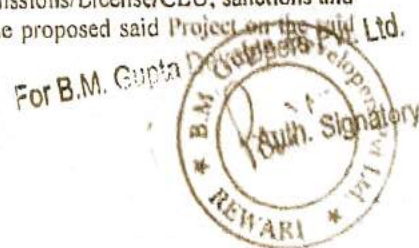
उप/संयुक्त पंजीयन अधिकारी (रिवाड़ी)
सखी रिजिस्ट्रार
रेवाड़ी



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6. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owners, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owners or any one claiming title paramount to the Owners Or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc. on the Owners, the Owners shall be liable for the damages, losses, costs and expenses sustained by the Developer and/or intending buyers of whole or part of the Plotted land/built-up/unbuilt-up areas of the Developer share, the Owners expressly agrees to keep the Developer and the intending buyers of whole or part of the Developer's share of the Plotted land/built-up/un-built-up areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the Developer or the intending buyer may sustain or incur by reason of any case or cases whatsoever. In case the Owner's share is constructed, such losses, damages shall be first adjusted/recovered from the Owner's share of the area of project and/or proceeds thereof under this Agreement.
7. That if, Owner's title or rights of possession are challenged in any court of law, thereby any claim, demand, tax litigation or any other court order of any nature whatsoever, as started in preceding clause, then it is a condition of this Agreement that the work of development and/or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding, demands, litigation and/or courts decree shall only be met and satisfied out of Owner's share of the area of project and/or proceeds thereof.
8. That at the desire of the Developer, the Owners shall execute Special Power of Attorney and/or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required, the Owners have to sign the same to enable the Developer to obtain the necessary license/permission and complete the development of the said Project on the said land. The Owners shall sign the same without raising any objection in any manner whatsoever and within the stipulated period. If, at any stage, any previous Agreement/collaboration/development Agreement executed by the Owners with any third party or any advance taken by the Owners in relation to the said land or any part thereof is noticed and the project is delayed, then the time agreed for development shall be deemed as extended and it shall be sole obligation of the Owners to settle all such claim/claims at their own cost and the Owners do hereby keep the Developer indemnified against all such claims.
9. That the Owners further undertake that they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the said kind of the 'Development'.
10. That the Developer, relying upon the aforesaid representations, assurances declaration and undertakings given by the Owners, undertakes to develop the said Land, at its own cost and expenses, and with its own resources after procuring/obtaining the requisite Permissions/License/CLU, sanctions and approvals from all Competent Authorities and thereafter to construct on the said Land, after getting the plans sanctioned/approval from the concerned authorities. The Owners agree in accordance with the terms and conditions herein recorded to place in the complete disposal of the Developer, the said Land, and to irrevocably vest in the Developer all discretion of the Developer for obtaining the requisite Permissions/License/CLU, sanctions and approvals for development, construction and completion of the proposed said Project on the said Land.

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11. That the approved site/building plan for the said Project shall be in accordance and conformity with the Zonal Plan and the rules and by-laws of the Director General, Town & Country Planning, Haryana, or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area.
12. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed said Project and get them approved /sanctioned from the Competent Authorities. For this purpose, the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall, for and on behalf of the Owners, apply to the Director General, Town & Country Planning, Haryana or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/License/CLU, sanctions and approvals for the development and construction on the said Land, the proposed said Project in accordance with the applicable Zonal Plans. However, the Developer shall be entitled to make or agree to such variations in the design, of the plans as may be required or considered by the Developer desirable or necessary.
13. That the entire amount required for the cost of development/construction of the said Project including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals thereto shall be wholly to the account of the Developer.
14. The Statutory Payments payable to the Government on account of External Development Charges (EDC) and Infrastructure Development Charges (IDC), if any shall be borne by the Developer.
15. That the Owners covenant with the Developer that Owners shall supply and provide all documentary evidence as may be required to be submitted to the Director General, Town & Country Planning, Haryana or any other Authorities concerned with the matter and further that the Owners shall also sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
16. That the Owners shall render to the Developer all assistant necessary and undertakes to sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including Power of Attorney(s), as the Developer may require in its name for the purpose of submitting applications to the various authorities for requisition of License/CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of Developer's Allocation in the said Project building and for all purposes mentioned in the draft of Power of Attorneys approved by parties hereto till the duration and full implementation of this Agreement in all respects.
17. That the Owners shall assist the Developer to defend and otherwise respond to any proceeding(s) that may be initiated by any person(s) in regard to any portion of the said Land which may be instituted at any time hereafter before any Court or other authority and all costs in regard thereto shall be borne by the Owners if such proceeding pertains to the defect in Ownership or title of the said Land.

REWAR

For B.M. Gupta
B.M. Gupta Devel. Ltd.
Mayh. Signatory
REWAR

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18. Simultaneously, on signing of this Collaboration Agreement, the Owners have handed over the actual vacant physical possession of the said Land to the Developer for purposes of developing, construction and marketing the said Project agreed to be developed under these presents and to enable the Developer to discharge its part of obligations. It is clarified that on execution of this Agreement, the Developer shall be entitled to enter upon the said Land, survey the same and carryout the work of development, construction and completion of the said Project on the said land and put up their hoarding/sign boards at site to show its presence/interest in the said Land with the legend that the Project to be developed and constructed, wherein the public is free to book the areas/spaces in conformity with the plans sanctioned by the Competent Authority and to have site office thereon. The handing over of the possession by the Owners to the Developer is irrevocable and the possession of the said land once delivered/handed over to the Developer for the purpose of the aforementioned project shall not be disturbed or interfered with/by the Owners or his/their representative. Notwithstanding anything contained in this Agreement, the possession of the Said Land will be restored to the Owners if the Developer fails to obtain the eligibility confirmation/LOI from DGTCP ("Eligibility Letter") within one year of the date of this agreement or such extended period as agreed upon between the parties. To brief, the possession of the Said Land will remain with the Developer till the termination of this Agreement.

19. That this Agreement comprises the right of the Developer to Develop/build upon the Said Project in accordance with the terms of this Agreement and to own as property belonging to the Developer and/or to sell, book, dispose off the whole of its share of the Plotted Land/built-up/un-built-up areas (Developer's Allocation) of the said project and to retain the sales proceeds thereof for its use, benefit and sole account as also the right to use the common areas and common facilities at the will of and at the sole discretion as may be decided by the Developer, from time to time, subject to the obligation of the Developer to develop/construct for the Owners, the "Owner's Allocation" in the proposed said project to be develop/built by the Developer.

20. That in consideration of the Owners providing the said land and the Owner's part of the deliveries/obligations under this Agreement and Developer develop/raising the construction of the Said Project under this Agreement, the parties have agreed to divide the Plotted lands/built-up/Sanctioned FAR area in the following manner:

OWNER'S ALLOCATION	(A) Developed Plotted area which amounts to 1300 Sq.Yards per acre of land. (B) 50% of the available shops area along with the common area against payment of Rs. 350 per sq. ft. of the built-up area to the developer including basement, if any.
DEVELOPER'S ALLOCATION	(A) Balance of developed plotted area after the owners' allocation. (B) 50% of the available shops area together with the common areas.

Further, the owner of land shall be at liberty to sell the plots of their share or carry out construction of floors & before starting construction; obtain necessary approval of building plans from competent authorities.

21. It is, however, made clear that the Owners have provided the said Land free from all encumbrances and the Developer undertakes to develop the same, at its own cost and expenses, and divide the area in the above-agreed proportion.

For B.M. Gupta



NG/L Suchir



Besides that, Developer is also making the Non-refundable security deposit of Rs.20 Lakhs per acre. The said amount is being paid in the form of Post-dated cheques to the Owners in equal proportion of their right in the land by the Developer by way of the following RTGS/NEFT mode details:

S.No.	IN FAVOUR OF	BANK	DATED	CHEQUE NO.	AMOUNT
1	Narender Singh Yadav	HDFC Bank	11/05/2020	002124	250000.00
2	Narender Singh Yadav	HDFC Bank	25/06/2020	002142	500000.00
3	Narender Singh Yadav	HDFC Bank	25/07/2020	002144	500000.00
4	Narender Singh Yadav	HDFC Bank	25/08/2020	002146	500000.00
5	Narender Singh Yadav	HDFC Bank	25/09/2020	002148	500000.00
6	Narender Singh Yadav	HDFC Bank	25/10/2020	002150	500000.00
7	Sudhir Kumar	HDFC Bank	11/05/2020	002125	250000.00
8	Sudhir Kumar	HDFC Bank	25/06/2020	002143	500000.00
9	Sudhir Kumar	HDFC Bank	25/07/2020	002145	500000.00
10	Sudhir Kumar	HDFC Bank	25/08/2020	002147	500000.00
11	Sudhir Kumar	HDFC Bank	25/09/2020	002149	500000.00
12	Sudhir Kumar	HDFC Bank	25/10/2020	002151	500000.00
TOTAL					55,00,000.00

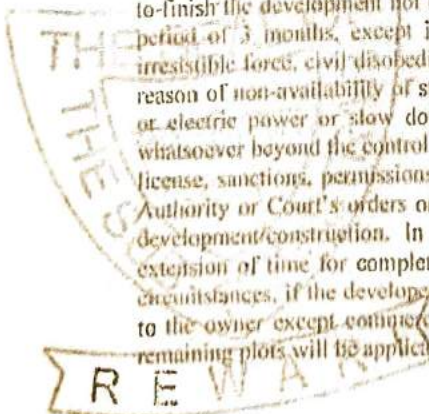
22. The Owners shall get agreed proportionate area of the Plottedland/built up area in the aforesaid proportion in the project out of the residential/commercial component area only earmarked in sanctioned plan of the project for Residential & Commercial purposes and not from any other areas. irrespective of the fact that Owner's, land as mentioned herein above, falls in other part/uses of the land. Also, the owner may not get his portion of share on the same piece of land which it is owning as mentioned in schedule of the land given below. The Owner's share may be located anywhere in the Project. The balance Developed Area (Developer's Share) in the said project shall go and will be owned and retained by the Developer in lieu of and consideration of the development/construction of the said area and the Developer shall become exclusive Owner of the Developer's share of the area and only Developer shall have the right to sell/develop the said Plottedland/built-up area for other purposes other than residential/commercial. The Owner shall remain Owner of allotted area of residential plots/commercial shops of the developed area. The Common Area of the project such as roads, services, community sites and other structures, except the community areas will be proportionately owned/controlled. The Developer, by virtue of this Agreement shall be entitled to book/allot/sell the plots/commercial component and or enter into Agreement to sell with third parties. The Developer shall execute deeds of conveyances of such saleable area and various units of the said project in such part or parts as shall be required and the Owners shall become party to the conveyance as and when required by the Developer. Further, if required, Developer shall join and confirm such sale by executing all and every transfer document /deed in favour of the Transferees. The costs of such conveyances including stamp duty and registration expenses, and all other legal expenses shall be borne and paid by the Transferees. The Owners shall execute further Registered SPA in favour of the Developer's or its nominee that Developer shall be fully entitled to book/allot/sell/transfer/dispose off and receive consideration directly in its name for its use. The Owners however, at all times shall co-operate for such purpose and shall execute any further documents to effectively and legally transfer and convey Developer's unsold area in third party's favour, without being entitled to any further money or consideration for that matter.

For B.M. Gupta Developer's Representative
B.M. Gupta Developers Pvt. Ltd.
Auth. Signatory
REWARI

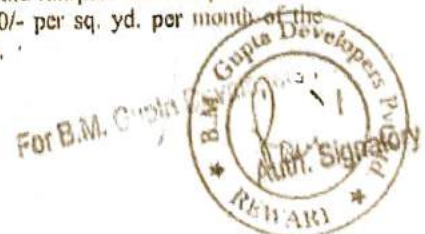


That as stated above the Developer upon execution of this collaboration Agreement would be making huge expenses to seek the license/CIU sanctioning of the zoning plan and also the construction of the project. Therefore, the present collaboration Agreement cannot be revoked or cancelled by the Owners in any manner whatsoever. After approval of the zoning plan, and once the Developer issues the allotment letter to the Owners for allocation of Owner's share, the Owners shall be contractually bound to authorize the Developer for dealing with Developer's share in any manner whatsoever and for that purpose the Owners shall get either a GPA/SPA registered or alternatively, the Owners shall be bound to get the sale deed registered in favour of the Developers and the Owners shall be bound to confirm as a confirming party to the sale of the Developer's share. The present collaboration Agreement is to specify and state that the Owners bind themselves to execute and get each & every document registered which the Developer may require to deal with the Developer's share in the project. Any losses and/or damages suffered by the Developer on account of any default on the part of the Owners would be accounted for against the Owner's share in the project.

23. The Developer, at its absolute discretion, shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.
24. That the Owners shall, at its own will and discretion may authorize the Developer to book for sale/sell/lease the area falling under the Owner's Allocation to the prospective buyers/tenants, in whole or in parts, on prevailing rates fixed by the Developer and to receive payments and issue receipts thereof on behalf of the Owners, who will in turn transfer the same to the Owners within ten (10) days from the date of receipt of such payment in the Developer's account. The Developer shall be entitled to take its service charges from the Owners for such services which shall be over and above the Broker's commission if any.
25. That the Developer shall commence and complete the development/construction of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct the said Project in accordance with the sanctioned plans and any modifications thereof as may become necessary during the progress of the work.
26. That the Developer undertakes to secure the Eligibility Letter/LOI or Commercial License at the earliest and latest by within one year from the date of execution of this agreement or any other extended period agreed upon between the parties. That the Developer further undertakes to finish the development not later than 24 months from the date of this agreement with a grace period of 3 months, except in the force majeure circumstances such as fire, act of God, irresistible force, civil disobedience, riots, terrorism, natural calamity, war, enemy action or by reason of non-availability of steel and / or cement or other building materials or water supply or electric power or slow down, strike, lockout, civil commotion or by any other reasons whatsoever beyond the control of the Developer including the delay in granting such approvals, license, sanctions, permissions or notification or any action by Government or any Statutory Authority or Court's orders or any such similar situation which prevents the progress of the development/construction. In such case the Developer shall be entitled to a reasonable extension of time for completing the said Project. However, except in case of force majeure circumstances, if the developer fails to offer the handover of the full/part share of plotted land to the owner except commercial share, a penalty of Rs. 150/- per sq. yd. per month of the remaining plots will be applicable till such offer of possession.



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27. That based on this Agreement, the Developer shall be investing substantial amount in the project. It is clearly understood and agreed between the parties and thus forms the integral condition of this Agreement that after execution of this Agreement, the Owners or their nominees or their legal heirs will not revoke, terminate, cancel or back out from this Agreement under any circumstances other than as provided for in the termination events set out in this Agreement. In such eventuality the Developer without prejudice to its other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of the Owners.
28. That the Developer shall be entitled for refund of all fees, advance and other charges of whatsoever nature deposited by the Developer with various authorities for seeking various approvals etc. for the said Project and the Owners undertake to refund such amount to the Developer within 10 days of the receipt of such refund if such amount is refunded to the Owners.
29. The Developer shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour law, rule and regulation as are in force or introduction from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety, resulting in injury or damage to workmen, plant and machinery or third party.
30. The Developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbour or any other person shall be borne by the Developer and Owners shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.
31. The Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said Project and/or booking/allotment or sale/Lease of Developer's share of developed Plotted land/built or un-built areas of the said Project.
32. The Developer and the Owners shall be entitled to retain or let out or allot or enter into Agreements for sale/lease or to dispose of the Plotted land/built-up area of their respective share/allocation to any party either in whole or in parts, to receive the payments thereof and to execute the necessary documents in favour of the such prospective allottees as stipulated herein. The Owners shall also join hands, if necessary, in executing the documents in favour of such prospective allottees of Developer's allocation and all receipts shall be issued for and on behalf of the Owners for Owner's allocation and the Developer conclusively thereby binding both the parties for the transaction. However, it is made clear that the financial liabilities will be of the party who receive any amount from the buyers, lessees or the tenants as the case may be in respect to their area allocation.
33. That the maintenance services of the project will always be vested with the Developer and/or an agency appointed by it and the Owners shall be liable to comply with all the terms and conditions of the Maintenance Agreement with the Developer and/or its appointed agency. The Owners shall pay the prevailing maintenance charges for the unsold/self-occupied areas of their allocations. After the occupation, the Buyers/lessees upon occupying their areas shall pay the prevailing maintenance charges including the deposits. The liability to pay the Maintenance charges shall accrue from the date of deemed possession i.e. the date when the Developer gives the notice of possession of the proportionate area or part thereof.

N Singh Sachin

For B.M. Gupta Developers Pvt. Ltd.
Auth. Signatory



34. That the Owners and the Developer shall be bound to comply with all the terms and conditions of Permissions/Licenses/Eligibility Letter/LOI/Commercial License and Agreement with the Director General, Town & Country Planning, Haryana, Chandigarh/Competent Authority/Concerned Authority in respect of the said Project sought to be developed.

35. OBLIGATION OF THE OWNERS:

It is agreed by and between the parties that the Owners shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:

- a. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this Agreement at its own cost and expenses.
- b. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised/Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- d. To permit the Developer to set up infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel duly authorised by Developer.
- e. To execute and sign all necessary documents required by the relevant-Government authorities for smooth execution of the 'Project' including obtaining temporary/permanent electric connection from Electricity Authority/Board, Water connection, Tube well etc. It is understood that by doing so the Owners shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- g. To execute and sign irrevocable Power of Attorney in favour of the Developer and/or its agents to enable the Developer to sign Agreement for sale/Agreement for Lease in favour of Prospective buyers/tenants/Licensees for Developer's share of developed area.
- h. To defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owners or Developer with regard to development, construction and marketing of the project.
- i. Not to enter into any Agreement or arrangement for the development of the said land except the Developers or its nominee(s).

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- i In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNERS, the same will be returned by the OWNERS to the DEVELOPER within 10 days of the receipt of the same and in the event of any delay beyond this period, the OWNERS will pay interest @2% per month on the amount so received.
36. The Owners will give an Irrevocable Special Power of Attorney to the Developer, authorising the Developer to initiate any litigation against the third party/Government, to appear before any Tribunal or any other Authority to obtain the license/permission to develop the Said Land and to create charge, encumbrance, hypothecation or pledge of the same or any part thereof as the Attorney shall think fit and furthermore, do all the acts and deeds which are necessary for the Developer with regard to the Said Land.
37. The parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
38. The Owners as well as the Developer shall be entitled to market their respective allocated areas in the Project/building at their own cost. All costs on marketing, including advertisements, publicity and brokerage shall be borne by the parties for their respective areas. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/ Sale Deed in favour of the buyers and if required by the Developer, the Owners shall become party to such Agreements/deeds.
39. All necessary documents/Agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including for maintenance of the developed plotted land/ buildings.
40. All the common areas and facilities of the project shall be maintained by the Developer and/or their Nominee/Maintenance Agency. All the buyers, including those of the Owner's allocated areas shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges, replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers beyond five years from the date of handing over of the Owner's share as the casemay be. The Owners shall also pay such charges accordingly in respect of their respective areas, if not sold or remaining unsold.
41. All type of rates, cess, tax liabilities or financial obligations with respect to the Project land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owners. The Owners shall keep the Developer fully indemnified against any such liability or financial obligation of the Owners. After taking over the possession of the respective allocated area, all taxes, charges, levies of any outflows in respect to the project/unsold areas shall be shared between the parties in proportion to the sharing of areas between them and these might be passed on to the buyers as may be decided by them for their respective allocation.
42. All taxes, levies such as Goods and Service Tax and Works contract tax as may be applicable with regard to construction/development of the project up to the date of issuance of occupation certificate shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets must be accounted for by the party independently without any liability of each other in this respect. The Goods and Service Tax applicable over the Owner's share of the area shall be paid and borne by the Owner alone.



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For B.M. Gupta



43. During the period of development/construction till the date of occupation of the project, the Developer shall be entitled to keep the building properly insured against fire, war, natural calamities, riots etc. and shall pay the premium for that purpose. The Allottee(s) of the sold area and the Developer and the Owners, in case of the unsold area shall proportionately bear the cost of such insurances.
44. The Owner agrees that the Developer does have right to create mortgage or charge or any sort of encumbrance over the said Land or raise any finance against security of the said Land from any bank/financial institution.
45. That the Owners shall authorize or execute irrevocable Power of Attorney in favour of Developer for the registration of sale deed in the office of registrar Rewari on their behalf for the area under Developer allocation and/or the Owners themselves appear before the registrar at the time of registrations of sale deeds if so desired by the Developer and/or the Owners shall become party to such sale deeds.
46. That no changes, modifications or alterations to this Agreement shall be done without mutual consent of the parties in writing hereto.
47. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
48. That the failure 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 & every provision.
49. That in pursuance 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 successors, administrators, legal heirs, assignees, executors and liquidator.
50. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
51. That 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 consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.
52. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owners shall not have any objection for the same.
53. That this Agreement shall always be subject to the usual force majeure circumstances. Notwithstanding anything to the contrary contained under this Agreement, it is specifically agreed between the Parties that any time taken by any Authority in granting any approvals, consents, plans, sanctions, licences etc. shall be excluded from the computation of any time in the completion of any work to be completed by the Developer and/or the obligations of any time to Developer under this Agreement.



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54. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered between them of their free will.
55. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 which shall consist of three Arbitrators. The Owners shall appoint one Arbitrator on their behalf and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator. The venue of arbitration shall be Rewari. However, the work of development and/or completion of the said Project and/or any other matter incidental to this Agreement shall not at any time or during or after arbitration proceeding, be stopped, prevented, obstructed or delayed in any manner whatever. All the matters directly or impliedly concerning this Agreement shall be subject to the jurisdiction of Courts at Rewari only.
56. That the said Registered Collaboration Agreement dated 07-05-2020 will be irrevocable and no modification/alteration etc. in terms and conditions can be undertaken except after obtaining prior permission of DGTCP, Haryana Chandigarh.
57. All communications between the parties shall be sent through registered post at the Addresses of the Parties or against receipt by hand.
58. This Agreement shall be executed and the original copy of the same shall be retained by the Developer and its copy shall be retained by the Owners.
59. That one copy belonging to the Developer shall be got registered with the concerned registrar and the Owners shall remain present for such execution before the registrar on the time and date fixed by the Developer.

IN THE WITNESSES WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THESE PRESENT ON THE DAY, MONTH AND YEAR WRITTEN BELOW IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED AND DELIVERED BY WITHIN NAMED DEVELOPER

For B.M. Gupta Developers Pvt. Ltd.

Auth. Signatory

SIGNED AND DELIVERED BY WITHIN NAMED OWNERS

Anil Sudhir

Witness:

1. Ankit Gupta S/o Sh. Vijay Kumar Gupta
R/o Rewari.

The above said instrument is drafted as per instruction of the parties to the deed drafted by

Vinay Kumar Yadav, Advocate
Rewari (Hr.)



ANNEXURE-A

SCHEDULE OF LAND

Village	Rect. No.	Kila No.	Area (Kanal-Marla)
Dhaliawas	33	23	8-0
		24	8-0
	37	3/1	2-9
		4/1	2-9
	33	17/1/2	0-11
		17/2/1	0-11
Total			22-0 or 2.75 Acres

NS/L Sachir

For B.M. Gupta

 Signature



