

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date: 24/01/2022

Certificate No. J0X2022A14

GRN No. 86493677



Stamp Duty Paid : ₹ 683025
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sudesh Devi

H.No/Floor : 224

City/Village : Gurugram

Phone: 98*****97

Sector/Ward : 56

District : Gurugram

Others : Smt babita malik and mr ankit and mr vijay and smt kitabo devi and smt prem lata narwal

LandMark : Hewo apartments

State : Haryana

Buyer / Second Party Detail

Name : Oxygreens Infrastructure Pvt Ltd

H.No/Floor : 18p

City/Village : Gurugram

Phone : 98*****97

Sector/Ward : 45

District : Gurugram

LandMark : Na

State : Haryana

Purpose : Collaboration Development Agreement

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

COLLABORATION AGREEMENT

This Collaboration Agreement is executed at Jhajjar on this 25 day of January 2022.

BETWEEN

1. **Smt. Sudesh Devi (AADHAAR: 222189045461)** W/o Shri Ajmer Singh, R/o 224, Hewo Apartments, Sector-56, Gurugram, Haryana.
2. **Smt. Babita Malik (AADHAAR: 961680909071)** W/o Shri Jagjit Singh R/o 18 P, Sector-45, Gurugram, Haryana.
3. **Shri Ankit (AADHAAR: 993708378066)** S/o Shri Surender Singh, R/o Plot 3123p, Sector 46, Gurugram, Haryana.
4. **Shri Vijay Pal (AADHAAR: 952185838011)** S/o Shri Satbir, R/o Villag- Bohar, Rohtak, Haryana.
5. **Smt. Kitabo Devi (AADHAAR: 496548743794)** W/o Shri Prem Singh R/o Pana Dalan, Sanghi (83), Rohtak, Haryana.

For Oxygreens Infrastructure Private Limited

[Signatures]
Sudesh
Babita
Ankit
Vijay
Prem

[Signature]
Director

प्रलेख न:10034

दिनांक:25-01-2022

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील झज्जर

गांव/शहर झज्जर

धन संबंधी विवरण

राशि 600000 रुपये

स्टाम्प ड्यूटी की राशि 12000 रुपये

स्टाम्प नं : j0x2022a14

स्टाम्प की राशि 683025 रुपये

रजिस्ट्रेशन फीस की राशि 5000
रुपये

EChallan:86494041

पेस्टिंग शुल्क 0 रुपये

Drafted By: Vijay Kumar Sharma, Adv

Service Charge:0

यह प्रलेख आज दिनांक 25-01-2022 दिन मंगलवार समय 2:38:00 PM बजे श्री/श्रीमती /कुमारी

Sudesh Devi पत्नी Ajmer Singh Babita Malik पत्नी Jagjit Singh Ankit पुत्र Surender Singh Vijay Pal पुत्र Satbir Kitabo Devi पत्नी Prem Singh Prem Lata Narwal पत्नी Dharam Pal निवास Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (झज्जर)

हस्ताक्षर प्रस्तुतकर्ता

Sudesh Devi Babita Malik Ankit Vijay Pal Kitabo Devi Prem Lata Narwal

Sudesh Babita



Vijay

Narwal

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी M S OXygreens Infrastructure Pvt Ltd thru through Ajmer Singh OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Raj Singh पिता Net Ram निवासी Jhajjar व श्री/श्रीमती /कुमारी Manoj पिता Prem Singh निवासी Sanghi Rohtak ने की।

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

उप/संयुक्त पंजीयन अधिकारी (झज्जर)

6. **Smt. Prem Lata Narwal (AADHAAR: 950647340597) W/o Shri Dharam Pal R/o 121, Near Market, Sector-22, Palam Road, Gurugram, Haryana.**

Hereinafter collectively referred to as the **OWNERS** of the One Part.

AND

M/s OXYGREENS INFRASTRUCTURE PVT LTD, a company duly incorporated under the Companies Act, 1956, having its office at PLOT NO. 18-P, SECTOR 45, GURGAON, HARYANA, acting through its authorized signatory **Mr. Ajmer Singh**, duly authorized vide Board Resolution dated 17/01/2022, hereinafter referred to as **DEVELOPER** of the Second Part.

The expression 'Owners and Developer used herein (unless excluded by or repugnant to the context or meaning thereof) shall mean and Include the heirs, successors, administrators, nominees and assignees of the respective parties and all those claiming through them.

WHEREAS the Owners have represented that they are the absolute owner and in actual physical possession of **total Land measuring 65 Kanal 01 Marla or 8.13125 Acre** at Village- Jhajjar, Tehsil & Distt. Jhajjar located in Khewat No. 2508/1, Khatoni No. 2577/1 Mustil No. 298 Kila No. 3/2(2-19), 4/1(2-5), 4/2(4-13), 5/1(4-3), 5/2(2-5), 7/1(7-2) Mustil No. 299 Kila No. 1(6-11), 2/1(2-4), 10(7-12), Kita No. 9, Land measuring 39 Kanal 14 Marla & Khewat No. 2508/2 min, Khatoni No. 2577/2 min Mustil No. 298 Kila No. 7/2(0-18) 14/1(4-17) Land measuring 5 kanal 15 Marla, **Total Land measuring 45 Kanal 9 marla** & Khewat No. 3263 min, Khatoni No. 3364 min Mustil No. 256 Kila No. 11/2(0-19)min, 19(4-16)min 20(6-13)min 22/1(7-4) kita 4 **Total Land measuring 19 Kanal 12 Marla** (hereinafter referred to as "Said Land") The Owners are having their respective undivided share as follows:

- i) **Smt. Sudesh Devi** (16 Kanal 5 Marla)
- ii) **Smt. Kitabo Devi** (5 Kanal 18 Marla)
- iii) **Smt. Babita Malik** (9 Kanal 14 Marla)
- iv) **Shri Ankit** (13 Kanal 13 Marla)
- v) **Shri Vijay Pal** (13 Kanal 13 Marla) &
- vi) **Smt. Prem Lata Narwal** (5 Kanal 18 Marla)

For Oxygreens Infrastructure Private Limited

Ajmer Singh
Director



City/
Phc

Whereas the Owners have represented to the Developer that the said Land is free from any acquisition proceedings and is free from all the encumbrances with a clear and undisputable market title. The revenue records of said Land are attached herein as **Annexure -A**. The Owners have an un-impeachable absolute right, title and interest free from any claim, charge, lien, adjustment, liability, litigation or any encumbrance of whatever kind over the said Land and that Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature.

AND WHEREAS the Owners are now being desirous of development of the land, have approached the Developer for development of plotted colony over the said Land under the policy titled '**Deen Dayal Jan Awas Yojana**' dated February 8, 2016 issued by DTCP vide its memo no. PF-27A/2700. The Developer represented itself be fully equipped to undertake the development of plotted colony at its own cost on the said land.

AND WHEREAS on the basis of representations and upon request of the Owners, the Developer has agreed to undertake development of plotted colony over the said Land under the DDJAY Policy and the parties are now executing the present agreement in supersession of all other understandings and agreements in respect of the said land for undertaking development of plotted colony over the said Land under the DDJAY Policy on the following terms and conditions:

NOW THESE PRESENTS WITNESSETH AS UNDER:-

The Developer shall have the right, including but not limited to develop and market the plotted colony on the said land and on receipt of all the required permissions, LOI, licenses, sanctions and clearances from the competent authorities at its own costs. It is also hereby clarified that the Land Owners shall not be bound to incur any costs, investments or expenses for obtaining any permissions and/or Licenses & sanctions and development and in obtaining the occupation certificate of the said Plotted Colony under DDJAY.

The Developer shall be responsible for compliance of all terms & conditions of license/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate of the project or duly relived of the responsibility by the DTCP or the competent authority in the State of Haryana.

For Oxygreens Infrastructure Private Lim

   





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Developed plotted area sharing

The developed plotted area including commercial area of the proposed residential plotted colony under DDJAY Policy shall be shared equally i.e 50% each between the land owners and the developer.

The plotted area including commercial area falling under the owner's share will be further sub divided amongst the land owners in the ratio of their respective share of land.

SECURITY DEPOSIT:

That besides the share in developed plotted area of the said Plotted Colony, the developer shall also pay to the owners a lumpsum amount of **Rs. 6,00,000 (Rupees Six Lakhs only)** to be divided in the ratio of their respective share in the land as non-refundable security deposit.

POSSESSION OF THE LAND:

The Owners have represented that there are no pending disputes/claims against this land in any court/office and they shall always be bound to attend to and settle at their own costs, all such claims and/or any third party claims which may arise on account of the settlements of disputes in future.

The possession of the Land once delivered/handed over to the developer for the purpose aforementioned project shall not be disturbed by the Owners for any reasons whatsoever. Any hindrance or interference by the Owners in any manner causing the delay in the completion of the construction work within the time stipulated in the Agreement will entitle the Developer to charge liquidated damages from the Owner.

AUTHORIZATIONS:

That the Land Owners shall be bound to sign all such applications, documents and declarations that may be required by the Developer with respect to the said land and Land Owners hereby authorize the Developer to submit all such applications and to follow up on their behalf with the DTCP and all other competent/government authorities, which the Developer deems fit. The Land Owners agree to execute and register such Power of Attorney in favour of the Developer and/or it's nominees as the Developer may reasonably require including grant of authority and power to make all the applications to and represent the Land Owners before all Statutory, Governmental, Local Environment Pollution and Municipal Authorities, Departments, Offices,

For Oxygreens Infrastructure Private

   



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Agencies, Electricity and water supply undertakings and other persons/departments for grant of requisite exemptions and approvals.

CHARGES & LIENS:

The Land Owners shall be bound to pay all the land ownership related charges, taxes and all other dues such as electricity and water charges up to the date of this agreement. The Land Owners shall be liable to pay said charges which may surface at any future date for the period prior to this Agreement.

RIGHT TO SELL:

The Developer shall at its own costs draft all the documentation(s), leaflets, brochures, advertisements for the sale of the entire developed plotted area in said plotted colony which shall be including but not limited to Sale Agreement/ Sale Deed.

That the developer shall have the sole right to make booking, to sell areas immediately after grant of License, RERA Registration and may receive the advances or consideration in its own name. Developer may also take loan or mortgage the land to financial institutions or banks and land owner undertakes to execute all such documents as required for financial facility to execute the plotted colony in the said land.

All the sale agreements, sale deed, buyer's agreement etc. will be signed by developer as Vendor and the purchaser as buyer.

The developer shall pay the received consideration towards owners share to the land owners as per their share agreed above in their respective ratios.

FORCE MAJEURE CONDITION:

If the performance of this agreement by either Party is prevented, in whole or in part, by causes beyond the control of such affected party which it could not avert in spite of best endeavor and due diligence, and being the acts of God or the acts beyond the control of the parties. In such an eventuality, the affected party shall be excused from fulfilling the balance obligations, if any during the subsistence of the force majeure conditions provided that the occurrence of such an event and the resultant condition(s) are communicated to the other Party as soon as practicable and not later than 15 days thereafter with sufficient details and material to facilitate a verification.

For Oxygreens Infrastructure Private Limited


Director

     

THE AFFECTED PARTY WILL BE OBLIGED TO:

Carry on its best endeavor to overcome the force majeure condition and perform its obligations, and inform the other Party as soon as practicable about the cessation of the force majeure conditions and commencement of performance by the affected Party.

UNDERTAKING OF THE LAND OWNER:

The Land Owners have assured the Developer that all the obligations, terms and conditions in this agreement would be religiously followed and shall be performed/complied with and the Land Owners further undertakes:

To pay all taxes including wealth tax, property taxes, municipal tax, levies, rates charges, cesses, fees as may be charged / levied by Government/ Semi – Government / Local bodies in respect of the said Land prior to the execution of this agreement.

To abide by the Plans, Design and Specifications of the development / marketing works as has been decided herein in this agreement, and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.

The Land Owners further undertake that during the subsistence of this Agreement it shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said land by way of any agreement of any sort with any third party/ other party or declare themselves bankrupt i.e. it shall not by any means through any registered and/or unregistered document create any third party rights on the said land in any manner, whatsoever.

UNDERTAKINGS OF THE DEVELOPER:

The Developer has assured the Land Owners that all the stipulations, obligations, terms and conditions in this agreement would be faithfully and fully performed/complied with and Developer further undertakes:

To simultaneously with the execution of this collaboration agreement, it shall take under its safe custody, all the original title deeds and physical possession of the land from the Land Owners.

To make applications, declarations etc. in the prescribed forms for process and obtain necessary sanctions, permissions and approvals as may be required from the Local/State Government and authorities under the relevant laws for development of the said Land. The developer shall make sincere efforts to get

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Director

     

the above stated license, sanction, permission and approvals at its own cost, expenses and using its good offices.

The Developer will pay EDC/IDC charges as demanded by the Govt/department and will subsequently collect the same from the buyers of the developed plotted area and shall retain the same to itself.

MISCELLANEOUS:

All the expenses towards the purchase of developed plotted areas by the proposed buyers shall be borne by the said buyers i.e. expenses on registration, stamp and EDC or other similar charges.

The Developer shall have the absolute right to get the substance of this agreement duly notified to the public at large from time to time and to restrain any other Parties from dealing with the Land Owners in respect of the said land and/or construction works thereon.

The agreement is irrevocable save and except in the circumstances specifically provided herein.

REGISTRATION & ADDITIONAL CLEARANCE:

In the event of this agreement becoming compulsorily registerable then both the Parties to this agreement shall take all the required reasonable steps to get the same registered and all the expenses, whatsoever, to be incurred with regard to the Registration shall be borne by the Developer.

The Developer shall also arrange for additional permissions at its own costs & expenses, sanctions/NOCs which may become applicable/ required in future for fulfilling the scope of this agreement.

The both the Developer and the Land Owners shall bear their respective property taxes for the areas under their respective allocations.

TERMINATION:

It is agreed and represented by the Land Owners that it shall, under no circumstances, be discharged from performing and completing the obligations under this Development Agreement and the Land Owners further undertake that the Land Owners shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever and where the Developer is forced to terminate this Agreement due to any default, act,

For Oxygreens Infrastructure Private Limited


Director

    

omission or commission committed by the Land Owners or due to the representations made by the Owners obligations stipulated in this Agreement and the Land Owners refuses to rectify such defaults even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement and claim from the Land Owners, all the expenses and the costs incurred by the Developer for development of the said plotted colony besides the loss of profit, and/or damages and in such an event Developer shall further be entitled to hold possession of the land till the refund of its entire dues and the Developer shall have a lien on the Land till the said funds are obtained OR in alternate Developer shall grant such extended time, at the then decided costs, to the Land Owner to rectify its breaches, defaults. The Land Owner further undertakes that it shall not surrender, cancel, revoke, extinguish, lapse the lilicense

INDEMNITY:

That in case of any legal/financial claim/third party claim/ liability arising out of any objection/ claim/dispute by any person against said land in future, the Parties (Owners and Developer) and its legal heirs and successors hereby indemnify the Director of Town and country planning, Haryana and the State Government of any such legal/ financial claim/ liability.

ARBITRATION:

Disputes if any shall be resolved through reference to Sole Arbitrator to be mutually appointed by both the parties. Proceedings shall be in English and shall be conducted at Gurgaon.

JURISDICTION:

This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of Courts at Haryana.

For Oxygreens Infrastructure Private Limited


Director








Anshu

93***
Name :
No/Floor :
Village :
Date :
IN WITNESS WHEREOF the parties hereto have signed this development agreement at Jhajjar on the day, month and year first above written in presence of the following witnesses:

WITNESSES:

1. Rajsingh Namberdar S/o Net Ram
R/o Jhajjar Tehsil and District Jhajjar

[Signature]
21/11/22

OWNERS

[Signature]
[Signature]
Babita
Sudesh
Anwar ul



2. Manoj S/o Prem Singh
R/o Village Sanghi, District Rohtak

Manoj

DEVELOPER

For Oxygreens Infrastructure Private Limited

[Signature]
Director

[Signature]
SHARMA
25-1-2022

Reg. No.

Reg. Year

Book No.

10034

2021-2022

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पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- Sudesh Devi Babita Malik Ankit Vijay Pal Kitabo Devi Prem Lata Narwal

दावेदार :- thru through Ajmer Singh O THERM S O Xygreens Infrastructure Pvt Ltd

गवाह 1 :- Raj Singh

गवाह 2 :- Manoj

For Oxygreens Infrastructure Private Limited

Director

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10034 आज दिनांक 25-01-2022 को बही नं 1 जिल्द नं 6997 के पृष्ठ नं 66.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 853 के पृष्ठ संख्या 40 से 47 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 25-01-2022

उप/संयुक्त पंजीयन अधिकारी (झज्जर)

Annexure A

Land Details
Revenue Estate Jhajjar

Khewat No. 2508/1, Khatoni No. 2577/1 Mustil No. 298 Kila No. 3/2(2-19), 4/1(2-5), 4/2(4-13), 5/1(4-3), 5/2(2-5), 7/1(7-2) Mustil No. 299 Kila No. 1(6-11), 2/1(2-4), 10(7-12), Kita No. 9

Khewat No. 2508/2 min, Khatoni No. 2577/2 min Mustil No. 298 Kila No. 7/2(0-18) 14/1(4-17) Land measuring 5 kanal 15 Marla,

Khewat No. 3263 min, Khatoni No. 3364 min Mustil No. 256 Kila No. 11/2(0-19)min, 19(4-16)min 20(6-13)min 22/1(7-4) kita 4

Total land area 65 Kanal 01 Marla Or Acre 8.13125

Abdul
Babils
Sudesh *Imamwal*

For Oxygreens Infrastructure Private Limited

Amph
Director