

Non Judicial	 Indian-Non Judicial Stamp Haryana Government 	Date : 18/10/2022
Certificate No. G0R2022J1084		Stamp Duty Paid : ₹ 600000 (Rs. Only)
GRN No. 95520449		Penalty : ₹ 0 (Rs. Zero Only)
<u>Seller / First Party Detail</u>		
Name: Anju	Sector/Ward : Na	LandMark : Rama park
H.No/Floor : B20	District : New delhi	State : Delhi
City/Village : Uttam nagar		
Phone: 97*****16		
<u>Buyer / Second Party Detail</u>		
Name : Landmark Apartments Pvt Ltd		
H.No/Floor : 65	Sector/Ward : 44	LandMark : Institutional area
City/Village : Gurugram	District : Gurugram	State : Haryana
Phone : 97*****16		
Purpose : Collaboration Agreement		

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

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at Gurgaon on this 18th day of October, 2022.

BETWEEN

Anju (Aadhaar Card No. 9378-2060-1468) D/o Sh. Dilbag Singh R/o B-20, Rama Park, Uttam Nagar, New Delhi (hereinafter referred to as "**LAND OWNER**") (which expression shall unless repugnant or opposed to the context thereof, be deemed to mean and include their legal heirs, representatives, successors in interest, administrators, executors and nominees) of the **FIRST PART:**

AND

Landmark Apartments Pvt. Ltd. (Pan Number AABCL2120Q) having its registered office at A-11, C.R. Park, New Delhi and its corporate office at Plot no 65, Sec 44, Institutional Area, Gurugram (Haryana) through its

[Handwritten Signature]

For Landmark Apartments Pvt. Ltd.
[Handwritten Signature]
Authorised Signatory

प्रलेख न:8819

दिनांक:18-10-2022

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	हरसरु
गांव/शहर	ढोरका
धन संबंधी विवरण	
राशि 1 रुपये	स्टाम्प ड्यूटी की राशि 0.0199999995529652 रुपये
स्टाम्प नं : g0r2022j1084	स्टाम्प की राशि 600000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan:95520808 पेस्टिंग शुल्क 0 रुपये
Drafted By: Tejpal Yadav Adv	Service Charge:0

यह प्रलेख आज दिनांक 18-10-2022 दिन मंगलवार समय 4:50:00 PM बजे श्री/श्रीमती /कुमारी Anju पुत्री Dilbag Singh निवास B-20, Rama Park, Uttam Nagar, Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Anju

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Landmark Apartments Pvt Ltd thru Rajesh Grewal OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C Khatana पिता --- निवासी Adv Gurugram व श्री/श्रीमती /कुमारी Tejpal Yadav पिता --- निवासी Adv Gurugram ने की। साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।



दिनांक 18-10-2022

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

authorized signatory Mr. Rajesh Grewal (**Aadhaar Card No. 4549-7424-5505**) S/o Sh. Mange Ram (Hereinafter called "**THE DEVELOPER**" which expression shall unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the other Part (Second Party) vide resolution passed in board meeting held on 10.10.2022 Copy of the resolution is enclosed.

AND WHEREAS the First Party is the lawful owner in possession and otherwise well sufficiently entitled to all piece and parcel of the agricultural land admeasuring comprising of Khewat No. 259 Khotani No. 269 rectangle no. 4 Killa no. 21(8-0), Killa No. 22(8-0) & Khewat No. 230 Khotani No. 269 rectangle no.10, Killa no. 1(8-0), 2(8-0), 3(8-0), 4(8-0), 5/1(7-0), 6/2(7-0), 7(8-0), 8(8-0), 9(8-0), 10(8-0), 14(8-0), 15/1(7-0), 16/2(7-0), 17(8-0) Kitta 16 total land measuring 124 Kanal (15.5 Acres) situated in revenue estate village Dhorka, Tehsil & District Gurgaon, Haryana as fully mentioned and more specifically described in the schedule "A" appended below [hereinafter referred to as "THE SAID LAND"].

AND WHEREAS the "**THE DEVELOPER**" contemplate to develop the said land by way of residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony thereon after obtaining the requisite licence/permission to change of land use from concerned authorities and getting the lay out plans sanctioned/approved from the competent authorities.

AND WHEREAS "The Land Owner/ First Party" is not fully equipped to execute and complete the work of development of residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony and have requested the Developer who has assured the First Party to arrange financial/technical resources including obtaining of all sanctions required for establishment of a residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony upon the said land.

AND WHEREAS the Developer has agreed to undertake the execution and completion of the said Multi-Storeyed Commercial Complex on the said land on the term and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:

1. That the subject matter of this Deed of Collaboration between the Land Owner (first party) and the Developer (second party) is the said land admeasuring 124 Kanal (15.5 Acres) Aprox. As fully described above for construction/ Development of a residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony.



For Landmark Apartments Pvt. Ltd.

 Authorized Signatory

Reg. No.

Reg. Year

Book No.

8819

2022-2023

1



पेशकर्ता

Anju



दावेदार

Rajesh



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- Anju

दावेदार :- thru Rajesh Grewal OTHERLandmark Apartments Pvt Ltd

गवाह 1 :- T C Khatana

गवाह 2 :- Tejpal Yadav

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8819 आज दिनांक 18-10-2022 को बही नं 1 जिल्द नं 54 के पृष्ठ नं 100.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1109 के पृष्ठ संख्या 95 से 96 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 18-10-2022



उप/संयुक्त पंजीयन अधिकारी(हरसरु)

2. That the Land Owner assures and declare that she is the absolute Owner and possession of the Said Land and are entitled to construct and develop the said land in collaboration with the developer. It has been agreed by the owner that owner shall represent execute and assign the necessary documents pertaining to all matter or completion of the project. The developer at its discretion shall be entitled to call upon the Owner to individually execute any document.
3. That all rates, cesses and taxes due and payable in respect of the said land upto the handing over of the actual physical possession of the said land to the developers shall be the exclusive liability of the Land Owner.
4. That the Land Owner has declared the represented to the Developers that there are no religious or family disputes or any other encumbrance of any kind whatsoever related to the said land and the said property is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments liabilities, tenancy, unauthorized occupation, claims and that the Land Owner 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 Developers have entered into this Agreement relying/acting upon these declaration and representation/undertaking of the Land Owner.
5. That in case the said property or any part thereof comprised in and subject matter of this agreement to be belonging to the Land Owner is lost on account of any defect in the Land Owner title or any litigation started by any one claiming through the Land Owner or any one claiming title paramount to the Land Owner or on account of any cause or causes. Whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc. on the Land Owner, The Land Owner shall be liable for the damages, cost & expenses sustained by the Developer of whole or part of the built/un-built areas of the Developer's share. The Land Owner & Developer expressly agree to keep the whole or part of each other's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, Costs and expenses which the Developer/Land Owner or the intending buyers may sustain or incur by reason of any cause or causes whatsoever.
6. That if, there be any claim, demand, tax litigation, whatsoever against the Land Owner, then it is a condition of this agreement that the work of development and/or completion of the said residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony and/or any other matter incidental to this Agreement shall not, at any time or during construction or after the completion or on handing over possession to the intending purchaser shall not be stopped, prevented, obstructed or delayed in any manner whatsoever. It

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For Landmark Apartments Pvt. Ltd.
Handwritten signature
 Authorized Signatory

is agreed that such claims, outstanding, demands, litigation, and/or courts decree shall only be met and satisfied by both the parties. It is however agreed that any claim arising after the handing over of physical possession being in the nature of default on account of Second Party shall be solely born by the second party. First party shall have no liability on that account.

7. That the Land Owner covenant with the developer that they shall supply and provide all documentary evidence as may be required to be submitted to the Director, Town Country Planning Haryana , Haryana Urban Development Authority and/or such other authority concerned the matter and further that the Land Owner shall also sign and execute all such other documents, letters, etc. as may be necessary for the development, construction and completion of the said Residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony and for giving effect to the terms of this Agreement and further undertake to execute all deeds and documents, agreement of assurances, that may be necessary to give and vouch safe to the allottees of the covered and uncovered area of the project.
8. The Land Owner shall sign all applications, representations , petitions, indemnities, affidavits, plans and all such other documents including Power Of Attorney (ies) as the developers may require in its name or in the name of its nominees for the purpose of getting the land released from acquisition, submission to the Municipal Committee and /or any other Govt. or statutory authority to enable them to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the obtaining the building licenses and sanctioned plans and or to carry out any modification or amendment therefore for obtaining controlled building material, if any, for providing electric installations, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this Agreement. The Developer shall be entitled to obtain all licenses etc. in project's favour as per the requirement of law and statue as case may be for all/any applicable licenses.
9. The Land Owner shall assist the Developer to defend and otherwise respond to any proceeding that may be initiated by any person in regard to the said land which may be instituted at any time hereafter before any Court or other authority and all cost in regard thereto shall borne by the Land Owner.
10. The possession of the above said land shall be deemed to be handed over to the Developer for purpose of developing the residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony from the date of getting LOI and thereafter the Land Owner shall not disturb nor any interference would be caused by the Land Owner except checking the quality of Construction/

Arind

For Landmark Apartments Pvt. Ltd.

[Signature]
Authorised Signatory

Development of residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony is complete in terms of this agreement. It is clarified that the parties would not be allowed to book the area as per plan of building and to accept any money from the intending buyers against their shares before getting LOI from the Government of Haryana. However it is clarified that Ownership in the said land shall continue to vest exclusively in the Land Owner and the developer shall not entitled to claim any title in the said land or any part there of before successful completion and delivery of possession of allocation of Land Owner's share in the said project. Thereafter, the Ownership in the property shall be of both parties as per their shares.

11. That the Developer undertakes to develop the said land and all costs and expenses to be born by the Developer. Developer Undertakes procuring /obtaining the requisite licenses, permissions sanctions and approvals of all competent Authorities and thereafter to construct/ Development on the said land, a residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony. The Land Owner agreed in accordance with the terms and condition herein recorded, to place said land at the complete disposal of the developer, the said land and to irrevocably vest in the developer subjected to the agreement and commitment made by the developer to the Land Owner as mentioned in this agreement, the power of Land Owner, in accordance with SPA, as also all the authority of the Land Owner as may be necessary in the description of the developer for obtaining the requisite licenses, permissions sanctions and approvals for development, construction and completion of the proposed residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony on the said land. All expenses of licenses fees, tax clearance, permissions, or sanction from the competent Authorities shall be incurred by the Developer. And Developer shall not demand any construction/ Licence fees/ Tax Clearance any other of expenses or charges that Developer paid during the period that start from the date of execution of this agreement and up to the handing over the possession to the Land Owner, from the Land Owner even after the completion of the project.
12. That the developer shall proceeded to have suitable design, model, and or plans prepared for proposed residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony with the discussion and consent of the Land Owner and get them approved/sanctioned from the competent authority(s) for this proposed the developer undertake to engage an employee reputable architect or architects. The developer shall for and on behalf of and in the name of the Land Owner apply to the Director, Town & country Planning, Haryana Urban Development Authority and / or



For Landmark Apartments Pvt. Ltd.

 Authorised Signatory

such other authority as may be concern in the matter for getting the above mentioned land released, obtaining requisite licenses, permission, Sanctions and approvals for the construction on the said land, the proposed residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony 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 plan as may be required considered by the developer desirable or necessary with the written consent of the Land Owner. The said building plan/ Layout for the residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony shall be submitted so as to obtain permission to construct maximum permissible area in the land in question.

13. That the entire amount required for the cost of construction/ Development of the said residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Scrutiny fees, license fees, conversion charges, Internal/External Development Charges, Electricity and water security charges, any type of renewal charges payable now or in future to the Government for any other authority for the provision of peripheral or external services of the said land, provision of air-conditioning facilities and fire-fighting equipment/ arrangements, as may be prescribed by the concerned authority shall be born by the developer.

The Second party shall complete construction/ Development of residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony in all respects within a period of 60 months from the date of execution of this contract. These 60 months is divided in following manner.

- a. 12 months for obtaining LOI, License.
 - b. 12 months for sanction of building plans and clearances from different department, like environment, forest etc.
 - c. 36 months for construction and completion of the project.
However it is expected that within 24 months basic infrastructure and development work from government shall be completed like, roads etc. if that is delayed for any reason than the construction time will be extended accordingly.
- 14 In consideration of the Land Owner providing the land and developer raising the construction of the project building under this agreement, the parties have agreed to divide the project as a whole without any cash transaction or any other adjustment between both the parties regarding anything other than the transaction done at the time of



For Landmark Apartments Pvt. Ltd.

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executing of this agreement, in 68:32% ratio, means 68% of the project is of Developer's and 32% of the total saleable area shall be given to the Land Owner. The area which will be given to the Land Owner shall be on each floor from front to back of the total saleable area. It is here by agreed between the parties hereto that the above said is based on current FAR (as per latest Government by laws and if there is any increase in FAR of the said land hereinafter, increased FAR shall be shared in the above agreed proportion between the parties with the same terms and conditions as mentioned in this agreement.

15. The Developer shall commence and complete the construction / Development of the said residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct/ Develop the said residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work.
16. The licenses would be got from the Haryana Government and the construction will be completed within the time frame agreed between the parties expecting as result of earthquake, lighting or any order or notification or any action by government or any statutory authority or court's order which prevent the progress of the construction by reason of war or enemy action or act of God or for any reason beyond the control of the developer, in such case the developer shall be entitled to a reasonable of time till the effects of the above mentioned things are over for completing the said building and shall apply certificate / completion certificate from the concerned authorities. Since considerable expenditure, efforts, and expertise are involved in getting the land use changed obtaining the license for the proposed residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony it is the condition of this agreement that after obtaining the license and the required permission from the concerned authorities for the residential plotted colony/ IT Park/ Commercial/ Multi Story Residential Group Housing Colony, the Land Owner / or their nominee or their legal heirs will not cancel or back out from this agreement until and unless any part of this collaboration agreement is not breached.
17. The Developer shall bear all costs, fees and other expenses of the architect and other technical experts, commencement and completion the said construction/ Development and for any addition and alterations all wages and salaries to all persons employed by the developers, or its contractors and sub contractors

Arind

For Landmark Apartments Pvt. Ltd.
[Signature]
 Authorised Signatory

or their nominees for the purpose of the said construction/ Development and appointment of the contractor.

18. The developer alone shall be responsible for any accident that may occur during the course of construction/ Development and it alone shall meet any financial or other liability either under workmen computation 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, neighbors or any other person shall be borne by the Developer or any financial or other liability in this regards.
19. The Developer and the Land Owner shall be entitled to retain or let out or sell the built-up area or non built up area of their respective share to any party either in whole or in part. Both the parties shall be entitled to enter into any agreement to sell/lease/rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favor of such purchasers jointly at the agreed rate of the shops or project. The Land Owner and developer shall also join hands in executing the documents in favour of each other's purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favour of such purchaser and all receipts shall be issued for and on behalf of the LAND OWNER and DEVELOPERS conclusively thereby binding both the parties for the transaction.
20. The maintenance services of the building/complex will always be vested with the DEVELOPER and/or an agency appointed by it and the LAND OWNER shall be responsible to pay all the charges, which are chargeable by the DEVELOPER for the maintenance services and/or agreed to be paid to the said agency without any delay after completion of project in the same ratio as per there respective shares. The liability to pay the maintenance charges shall accrue from the date deemed possession i.e. the date when developer shall gives notice for delivery of possession of the proportionate area or part thereof after obtaining the occupation certificate. Similar method will apply to the parties or there respective transferees. However Land Owner's shall be liable to pay only actual cost of the maintenance charges.
21. The Land Owner shall execute a Special Power of Attorney in favour of the Developer and /or its agent(s)/nominee(s) of the developer to enable to do all acts, deeds and things to obtain necessary sanctions, permission, approvals, connections, raw materials etc. for the purpose of raising construction and also enable the developer to discharge its part of obligation under this collaboration agreement and to let/sell built-up area of its share.



For Landmark Apartments Pvt. Ltd.

 Authorised Signatory

22. The Land Owner and the Developer shall be bound to comply with all the terms and conditions of licenses and agreement with Town Country Planning Department in respect of the building sought to be developed, which have been duly seen and examined by the developer.
23. The parties hereto shall not assign transfer charge or encumber in any manner this agreement or its/their rights and benefits under this agreement to any person without the prior written consent of the other party. Any change in the constitution of existing Board of Director or share-holder of the developer company shall for the purpose of this clause be considered as assignment or transfer or rights and benefits under the agreement.
24. 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.
25. In pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns until and unless any part of this collaboration agreement is not breached.
26. That this agreement is not and shall not, however, be deemed to be construed 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.
27. 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 provision of this agreement shall remain valid and enforceable in accordance with their terms.
28. It is an integral and essential terms of this agreement that the said complex shall be name as decided by the Developer without any objection whatsoever from the LAND OWNER.



For Landmark Apartments Pvt. Ltd.

 Authorised Signatory

29. Both the parties have representative 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 free will and choice.
30. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred to Arbitration under the Indian Arbitration and Conciliation Act, 1996 and the parties shall appoint one Arbitrator on their behalf and if required a third Arbitrator to act as umpire provided under the said Act.
31. Developer shall not mortgage the land.

All cost of stamping, engrossing and registration of this agreement shall be borne by the Developer.


LAND OWNER


TESPAL ADV
01/08/2014
SIGNATURE

DEVELOPER
Ms. Land Mark Apartments Pvt. Ltd.
Having its registered office at A-11, C.R. Park,
New Delhi through its authorized signatory
Mr. Rajesh Grewal.

For Landmark Apartments Pvt. Ltd.

Authorized Signatory

WITNESSES:

1.


T.C. KHATA
Distt Court Gm

2.


T.C. KHATA
Advocate
Distt. Court, Gurgaon