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हरियाणा HARYANA

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COLLABORATION AGREEMENT Rs-1,67,28,500/- S.No-68/10100000

Stamp Worth Rs, 8,36,500/-

Stamp No-7611 Dated 23-02-2015

Stamp Detail: - Page 36-25,000*33, 10,000, 1000,500

This COLLABORATION AGREEMENT (hereinafter referred to as "Agreement") is made and Sonipat on this 17 th day of March 20 15 ;

BETWEEN

Mrs.Krishan Gahalawat W/o Sh. Balwan Singh Resident of Village Nizampur Majra, Tehsil Kharkhoda and district Sonipat, Haryana (hereinafter referred to as the "First Party " Which expression shall, unless it be repugnant to the meaning or the context thereof, shall mean and include her legal heirs, successors in interest & permitted assign(s)) being the PARTY OF THE FIRST PART;

Krishna Gahalawat

25000 + 10000 + 1000 + 500 = 836500/- No-7611
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Krishna. Y. Balwan 1/2 Nizampur Mazra.
Collaboration Agreement To M/s India Bulls

प्रलेख नः 11933

दिनांक 17/03/2015

डीड संबंधी विवरण	
डीड का नाम	SETTLEMENT
तहसील/सब-तहसील	सोनीपत
गांव/शहर	073-रठधाना

सहायक खर्चा
सोनीपत
23/2/15

धन संबंधी विवरण	
राशि जिस पर स्ट्याम्प ड्यूटी लगाई	16,728,500.00 रुपये
स्ट्याम्प ड्यूटी की राशि	836,500.00 रुपये
रजिस्ट्रेशन फीस की राशि	15,000.00 रुपये
पेस्टिंग शुल्क	3.00 रुपये

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 17/03/2015 दिन मंगलवार समय 10:40:00AM बजे श्री/श्रीमती/कुमारी कृष्णा गहलवात पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी बलवानसिंह निवासी निजामपुर माजरा द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Krishna Gahlawat

श्री कृष्णा गहलवात

उप/सयुक्त पंजीयन अधिकारी
सोनीपत

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी ओमदत्त दखवार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी ओमप्रकाश न. पुत्र/पुत्री/पत्नी श्री निवासी रठधाना व श्री/श्रीमती/कुमारी . पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी सोनीपत ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 17/03/2015

उप/सयुक्त पंजीयन अधिकारी
सोनीपत

Revenue Department Haryana

HARIS-EX

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हरियाणा HARYANA

AND

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M/s Indiabulls Estate Limited, a company incorporated and registered under Company act 1956 and _____ (hereinafter referred to as the "Second Party" which expression shall, unless it be repugnant to the meaning or the context thereof, shall mean and include its executor(s), nominees, legal representative(s) and permitted assign(s)) acting through its authorized signatory Sh. Om Datt S/o Sh.Chander Datt R/o Village Ahulana Distt. Sonapat duly authorized vide board resolution dated 28-11-2014, being the PARTY OF THE SECOND PART.

The First Party and the Second Party are hereinafter individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS the First Party is seized and possessed of land comprised in Rectangle No.45 Killa No.17/2/1/2(1-0),17/2/2/2 (1-1),24/1/2(3-6),24/1/1(3-5),25/2/1/1(4-13) totaling 13 Kanal 5 Marla or 1.65625 Acres Khewat no-727 min 728 min 896 min Khata no- 962 min 963 min 1173 min mutation no- 7807 Dated 18-07-11 mutation no- 8121 Dated 19-08-13, and jwabandi saal 2006-07 situated at Village Rathdhana Tehsil & District Sonapat, Haryana (hereinafter referred to as the "Project Land"),

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AND WHEREAS the First party represents and assures that she is the absolute First Party in possession of the Project Land which is free from any charge, lien, litigation, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, MOU, joint venture or other encumbrance of the concerned authorities.

(2) Possession

2.1 Pursuant to the obligations assumed by the Second Party and subject to the terms of this Agreement, the First Party has delivered the vacant peaceful possession of the Project Land, free of cost to the Second Party and placed the same at the disposal of the Second Party free of any defects of title, charges, liens, disputes litigation, claims whatsoever to carry out development of integrated township on the Project Land in terms of this Agreement and as per the standards and specifications approved by the competent authorities. The Second Party shall be fully entitled to survey the entire Project Land and prepare plans, drawing, etc, whatever required.

2.2 It is a agreed between the Parties that the possession of the said Project Land/ property delivered/ handed over to the Second Party for the

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purpose of the above-mentioned Project shall not be disturbed and they shall not be dispossessed there from till the Project is complete subject to due performance of terms & conditions of this Collaboration Agreement by the Second Party .

2.3 The Second Party shall be entitled to put up its site office and hoardings on the Project Land, on the signing of this Agreement.

3. Approvals:

3.1 The Second Party shall take all the necessary sanctions & approvals from the competent authorities for development of integrated township on the Project Land. The Second Party shall get the plans sanctioned from the competent authorities at the First Party's cost and First Party shall assist the Second Party in getting the same done at the earliest.

3.2 The First Party agrees to irrevocably vest in the Second Party all the powers of First Party as also all authority of the First Party as may be necessary in the discretion of the Second Party for obtaining any of the requisite permissions, sanctions and any kind whatsoever.

AND WHEREAS the Second Party along with various land First Partys/entities entered into an arrangement for developing land admeasuring 99.5 Acres located within the revenue estate of village Rathdhanal, falling

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within the limits of Sector-26, 26-A, 33 & 34, Sonipat, Tehsil and Distt. Sonipat, Haryana into an integrated township nomenclature as "Indiabulls City". The Second party has already obtained License & various requisite approvals for development of residential plotted township on the said land.

AND WHEREAS in order to facilitate contiguity of both parcel of land & the Second Party being desirous of developing the project Land into the part and parcel of Indiabulls City, has approached the First party, in view of the Second Party's reputation, track record and expertise in real estate development and ability to carry out development of the project in its own name, the First Party has agreed to contribute the entire First Party's Project Land to be included in the Indiabulls City and grant the right to the Second Party to develop the Project on the said project Land as per the terms of this Agreement.

AND WHEREAS the Parties hereto now wish to record and set out the detailed terms & conditions as appearing hereinafter in this Agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETHAND IT IS HEREBY AGREED, DECLARED, AND COVENANTED BY AND BETWEEN THE PARTIES AS UNDER:-

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(1) Project Land/ Project:

- 1.1 The Project Land shall mean and comprise of land comprised in Rectangle No.45 Killa No. 17/2/1/2 (1-0), 17/2/2/2 (1-0), 24/1/2 (3-6) , 24/1/1 (3-5), 25/2/1/1(4-13) totaling 13 Kanal 5 Marla or 1.65625 Acres situated at Village Rathdhana, Tehsil & District Sonipat, Haryana purposes of development of integrated township namely "Indiabulls City" thereon on Collaboration basis and division of developed residential plots in the Indiabulls City as may be mutually agreed upon.
- 1.2 The Project shall comprise of integrated township to be developed upon the Project Land as per the zoning plan to be approved by approval for development and completion of the proposed Project on the Project Land.
- 3.3 The first Party shall render to the Second Party all necessary assistant and sign all application, representation , indemnities, affidavits, plans and all such other documents including power of Attorney (ies) as the Second Party may require in its name or in the name of its nominee for purposes of the submission to the Municipal Council and/ or any other Government or statutory sanctions, permissions and approvals from all or

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any of the said authorities in connection with the commencement and said completion of the Project and in general for fully effecting the terms and conditions of this Agreement.

- 3.4 That the Second Party shall be responsible for compliance of all the terms and conditions of license/provisions of act of 1975 & Rules 1976 till the grants of final completion certification to the colony or relieved of the responsibility by the DGTCP, Haryana which is earlier.
- 3.5 That the Parties agree that agreement shall be irrevocable and no modification/alteration etc in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.

(4) Development /Completion

- 4.1 The First Party has hereby entrusted to the Second Party exclusively and irrevocably the right for development of the said Project Land into the Project as defined, on the terms and conditions herein contained and the Second Party hereby agrees to development work and construction as per approved plans, standards and specifications approved by the competent authorities.
- 4.2 The Second Party shall commence the development work on the Project Land after taking the requisites license, permissions sanctions, approvals,

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clearances from the concerned regulatory authorities including the sanctions plans subjects to force majeure, restraints/restrictions from authorities/courts, conducive market conditions, circumstances beyond the control of the second party and reasons attributable to the First Party and/ or its title to the Project Land. It is agreed that the period shall get automatically extended by the period during which any Force Majeure ground or circumstances, as defined hereinafter, exist or by way of mutual understanding between the parties.

4.3 The Second Party shall carry out development of integrated township on Project Land strictly in accordance with the specified period from the date of commencement of development as may be mutually agreed between the parties. It is agreed by the period during which any Force Majeure ground or circumstances, as defined hereinafter, exist or way of mutual understanding between the parties.

4.4 The Second Party shall endeavor to complete the development of integrated township on the Project Land within a specified period from the date of commencement of development as may be mutually agreed between the parties. It is agreed that the said period shall get automatically extended by the period during which any Force Majeure ground or circumstances, as defined hereinafter, exist or by way of mutual understanding between the parties.

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- 4.5 The First Party shall be entitled periodically to visited the site to look at the progress of development work, provided hower that the First Party or anybody else claiming through or under them shall not cause any type of hindrance or interference, directly or indirectly, in the development work or in the day to day functioning of the Second Party.
- 4.6 The Second Party shall also obtain the Occupation/Completion Certification of the integrated township developed on the Project Land at First Party's cost and expenses exclusively.

(5) Work Force :

- 5.1 The Second Party shall be entitled to employ/ engage engineers architects, consultants, contractors, sub-contractors, skilled and unskilled workers, to carry out and complete development of the Project under the terms of this Agreement.
- 5.2 The First Party alone shall be responsible for payments of any dues of the contractors/ sub-contractors and other workforce for its allocations of developed area in the Indiabulls City.
- 5.3 It will be the obligation of the Second Party to abide by all statutory provisions regarding the employment of such workers.

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5.4 Both party shall keep the other harmless and indemnified against acts and omissions in performing the conditions of this agreement.

(6) Costs:

6.1 Second Party shall develop and construct the said Project Land which is part of Indiabulls City entire Project at First Party's cost and expenses. The cost of development shall be deemed to include all costs incurred towards obtaining license, zoning/sanctioning of plans, construction costs, engineering/architects fees, labour charges, marketing expenses, and other miscellaneous costs.

6.2 All claims and demands appertaining to development of the Project Land shall be paid and satisfied by the First Party.

(7) Power of Attorneys:

7.1 The First Party shall give an Irrevocable General Power of Attorney to the Second Party authorizing it and its nominated representatives to submit and follow up all the applications, forms, affidavits, undertaking, guarantees etc., whatever may be required for grant of license, sanction of plans, Water, Sewerage and Electricity connections or any in

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connection with the development integrated township on the Project Land.

- 7.2 The First Party shall, if required, sign and execute all such papers, documents, letters, affidavits, undertaking as may be sanctions for purposes of obtaining the necessary permissions, sanctions and clearances etc. for development of integrated township on the Project Land. The First Party shall extend full co-operation to the Second Party for the purpose of filing various applications and for obtaining the sanctions and approvals etc. As may be necessary or required.
- 7.3 The First Party shall supply and provide all documentary evidence and support as may be required to be submitted to any authority pertaining to the Project Land. Further the First Party shall also, within a week of receipt of any request from the Second Party, sign and execute such other documents, letters etc. As may be necessary for the development of the said Project Land and for giving effect to the terms of this Agreement.

(8) Considerations:

- 8.1 In consideration of the development rights granted by the First Party to the Second Party pursuant to the terms of this Agreement, the Second Party hereby agrees that First Party shall be entitled to proportionate

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rights of residential plotted area, in the form of the developed residential plots, as may be mutually agreed upon between parties.

(9) That as and when the Project is complete in all respects, the Second Party shall hand over to the First Party the possession of the First Party's Allocation of the said Project.

(10) Marketing/Selling of areas:

10.1 In order the second Party wishes to sell its proportionate share falling in the Project Land, the Second Party shall be entitled to obtain booking of any Area or to accept any money from public on receipt of all the necessary approvals/permissions from then competent authorities. The Second Party shall be entitled to negotiate with the prospective Allottee(s) of the unit/space in the said integrated township and in this regard shall further be entitled to carry out the following acts:-

- (a) To sign all the documents pertaining to the allotment of unit/space to the Allottee(s) in its name;
- (b) To negotiate the price of the unit/space with the Allottee(s);
- (c) To allocate specific space to the Allottee(s);

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- (d) To receive and retain the consideration amount(s) from the Allottee(s).

If required the First Party shall also such agreements to sell of areas sold, as a Confirming Party and execute a power of Attorney for this purpose in favour of the Second Party and/or its nominees.

- 10.2 The First Party shall in case of need also execute all necessary deed(s) or such other document(s) or instruments(s) in favor of the intending purchaser(s) of area agreed to be sold to different Intending Purchaser(s) by the Second Party give the said Intending Purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this Agreement.
- 10.3 The First Party has option to retain its proportionate rights of residential plotted area, in the form of the developed residential plots in Indiabulls City.
- 10.4 It is agreed between the parties that all promotional and marketing literature, advertisement, brochures, hoarding etc. released and published pertaining exclusively to this Project shall be under the name and logo of the Second Party. It is further agreed that all such proportionate expenses shall be borne by the First Party.

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10.5 All necessary document/ agreements, conveyance deeds for bookings/ sales of Project areas shall be prepared by the Second Party to maintain uniformity of the terms .

(11) Taxes:

All rates, cess and taxes due and payable in respect of the proportionate share of this First Party in the Indiabulls City shall be borne by the First Only.

(12) Maintenance of the Project

12.1 The common areas of the said integrated township shall be maintained either by the Second Party itself or by a well known professional agency to be nominated by the Second Party. Second Party shall ensure that the upkeep & maintenance of the Project is of high standards. Maintenance charges shall be paid by the occupiers/purchasers/lessees in proportion to their area. Further, the maintenance charges shall be fixed by the maintenance agency and the Parties hereto shall pay the maintenance charges for the unsold/unoccupied areas falling under their allocation.

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12.2 The Fire Fighting means, safety measures and equipment shall also be provided by the Second Party at First Party's expense in the Project & that shall strictly conform to the norms and guidelines issued by the concerned department of the Government or the Local Authorities.

(13) Title Deeds:

13.1 The First Party has handed over the photocopies of original documents of Project Land to the Second Party such as Sale Deeds, Jamabandis, Mutations, Girdawaris etc. and the First Party further undertakes to produce any further document or proof of First Party ownership of the Project Land as may be required by the Second Party, from time to time for purposes of obtaining any permission, approval Or sanction from the regulatory authorities.

(14) Force Majeure:

Force Majeure shall mean and include natural calamities such as earthquake floods and other acts of God" fire, irresistible force, strikes, lockouts, civil disobedience, riots, terrorism, or any other reasons whatsoever beyond the reasonable control of the parties hereto.

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(15) Miscellaneous:

- 15.1 That all notices, letters and communications whatsoever, shall be through Registered post acknowledgment due to other party at the address first above mentioned or at such duly notified changed address.
- 15.2 The Parties hereto shall not assign, transfer, charge or encumber in any manner this Agreement or their rights and benefits under this Agreement to any person without the prior written approval of the other party.
- 15.3 That this Agreement shall in no manner be construed as creating any partnership or principal-agent relationship between the Parties.
- 15.4 That if any part of this Agreement is determined to be void or unenforceable, the said part shall be deemed to had been amended or deleted and the remaining provisions of this Agreement shall remain operative those are capable of performance.
- 15.5 This Agreement is irrevocable and is specifically enforceable in accordance with the terms hereof. That any change, modification or alteration or any amendment, whatsoever, in this Agreement shall be made only with mutual written consent of the Parties hereto.

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(16) Supplementary Agreement

Parties agree to execute supplementary MOD/Agreement pursuant to execution of this MOU, as and necessary and the contents of such supplementary MOD/Agreement will be read as part and parcel of this MOU and shall be binding on all parties.

(17) Arbitration and Jurisdiction:

All disputes, differences or disagreements arising out of or in connection with or in relation to this Agreement, which cannot be amicably settled, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi or such other place as may be mutually agreed between the Parties. The arbitration shall take place before Sole arbitrator to be mutually appointed by the parties. This Agreement shall be subject to the jurisdiction of Courts at New Delhi.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED
THIS AGREEMENT ON THE DAY , MONTH AND YEAR
AFOREMENTIONED ३९

Mrs. Krishna Gahlawat
Krishna Gahlawat
First party
M/s Indiabulls Estate Limited

Authorized Signatory
Second Party - Om Datt

Witnesses:-
1 Om Parkash Lambardar S/o Sh. Harnarayan
R/o Village Rathdhana

Om Datt
2 *Rajmool* *Abu SIV* *Krishna*
Rmalik

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