

10151

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 13/03/2022

Certificate No. G0M2022C49



GRN No. 88169733



Stamp Duty Paid : ₹ 1440000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: Ramphal

H.No/Floor : 121

Sector/Ward : Na

LandMark : Na

City/Village : Dhorka

District : Gurugram

State : Haryana

Phone: 98\*\*\*\*\*37



## Buyer / Second Party Detail

Name : Three b homes Private limited

H.No/Floor : 151p

Sector/Ward : 52

LandMark : Na

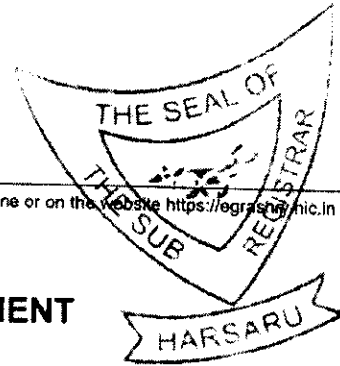
City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*37

Purpose : NJS for Collaboration Agreement



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

## COLLABORATION AGREEMENT

Transaction value : Rs. 7,20,00,000/- as per circle rate (R-Zone)

Stamp value : Rs. 14,40,000/-

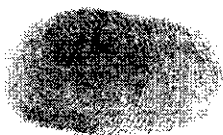
E-stamp no. &amp; date : G0M2022C49/13.03.2022

THIS COLLABORATION AGREEMENT ("Agreement") is made and executed at Gurugram. on this 15<sup>th</sup> day of March 2022;

### BY & BETWEEN

MR. RAMPHAL(AADHAAR NO. 4763 3851 7192 & PAN: CEAPP2480R) SON OF SH. NAND LAL SON OF SH. HARIYA RESIDENT OF VILLAGE DHORKA SUB-TEHSIL HARSARU, DISTRICT GURUGRAM, HARYANA (hereinafter referred to as the "Owner" which expression shall unless repugnant or opposed to the context thereof, mean and include his legal heirs, successors, representative and assigns) of the FIRST PART;

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Page 1 of 20

For 3B HOMES PRIVATE LIMITED

Director

प्रलेख नं:10151

दिनांक:15-03-2022


डीड संबंधी विवरण	
डीड का नाम AGREEMENT	COLLABORATION
तहसील/सब-तहसील	हरसरु
गांव/शहर	ढोरका

धन संबंधी विवरण	
राशि 72000000 रुपये	स्टाम्प ड्यूटी की राशि 1440000 रुपये
स्टाम्प नं : g0m2022c49	स्टाम्प की राशि 1440000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:88169972 पेस्टिंग शुल्क 0 रुपये
Drafted By: Sanjeev Kumar Adv	
Service Charge:0	

यह प्रलेख आज दिनांक 15-03-2022 दिन मंगलवार समय 4:08:00 PM बजे श्री/श्रीमती /कुमारी  
Ramphal पुत्र Nand Lal निवास Dhorka, Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

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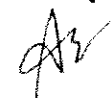
हस्ताक्षर प्रस्तुतकर्ता  
Ramphal

  
उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी 3B Homes Pvt Ltd thru Shikhar Yadav 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 Manish Yadav पिता Vijay Singh Yadav  
निवासी Dhorka, Ggm ने की ।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

दिनांक 15-03-2022



  
उप/संयुक्त पंजीयन अधिकारी (हरसरु)

AND

**M/S 3B HOMES PRIVATE LIMITED**, a private limited company incorporated under provisions of the Companies Act, 1956, and having its registered Office at PLOT NO. 151 P, SECTOR-52, GURUGRAM and Corporate office at Plot No. 31P, Second Floor, Sector-38, Gurugram, Haryana through its representative Mr. SHIKHAR YADAV duly authorized by the Board of Directors vide Resolution Dated 17.02.2022 (hereinafter referred to as the '**Developer**', which expression shall, unless repugnant or opposed to the context thereof, mean and include its representatives and permitted assigns) of the **SECOND PART**;

**[Hereinafter the OWNER and the DEVELOPER are collectively referred to as 'Parties' and individually as "Party" as the context demands]**

**WHEREAS:**

- A. The Owner is the sole and exclusive owner and in possession of land admeasuring 19 Kanal 4 Marla Salam comprising in Khewat no.166 Khata no.172 Rect no.22 Killa no. 6/2 (3-12), 15(8-0), Rect no. 23 Killa no. 11/2(3-12), total Field 3, land measuring 15 Kanal 4 Marla Salam, and Khewat/Khata 189/3/195/4, Rect. No. 22, Killa No. 7/2(2-0), 14/2 (2-0), Total field 2, land measuring 4 Kanal 0 Marla Salam accordingly the above both Khewat/Khata Nos total land measuring 19 Kanal 4 Marla Salam falling in the revenue estate of Village – Dhorka, Sector-95, Sub-Tehsil Harsaru, Distt. Gurugram, Haryana by way of sanctioned Mutation No. 1573 and Fard Jamabandi for the year of 2018-2019 as fully described in **Schedule-I** hereunder (hereinafter referred to as the "**Said Land**").
- B. The Owner is desirous of developing the Said Land into an Affordable residential plotted colony (herein "**Project**") as may be permissible and approved however they are not equipped with necessary experience and infrastructure, in this regard. The Developer, on the other hand has specifically represented and assured of holding the financial capacity, infrastructure as well as experience in the field of land development. The Developer is also interested in developing an affordable residential plotted colony. Accordingly, both the parties hereto having met with each other and after having negotiated have decided to undertake the development work of the Said Land. The Developer assures and undertakes to the Owner that the Developer is fully equipped to obtain the license and complete the said residential colony and for this purpose, would like to collaborate with the Owner. Simultaneously the owner has also represented about having unencumbered and defect free marketable title to the said land. The owner has also undertaken not to create any obstruction in the development of the said land and to comply with the terms and conditions as may be agreed upon.

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Page 2 of 20

For 3B HOMES PRIVATE LIMITED

Director

Reg. No.

Reg. Year

Book No.

10151

2021-2022

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पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- Ramphal

दावेदार :- thru Shikhar Yadav OTHER 3B Homes Pvt Ltd

गवाह 1 :- T C Khatana

गवाह 2 :- Manish Yadav

प्रमाण पत्र

उप/संयुक्त पंजीयन अधिकारी

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10151 आज दिनांक 15-03-2022 को बही नं 1 जिल्द नं 42 के पृष्ठ नं 149.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 920 के पृष्ठ संख्या 91 से 92 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 15-03-2022

उप/संयुक्त पंजीयन अधिकारी( हरसरु )




- C. The developer has verified from the competent authority that the Said Land falls under residential zone of the Development/Master Plan of Gurugram and is capable of being developed as an affordable residential plotted colony.
- D. The Owner has represented to the Developer that the Said Land is free of all sorts of encumbrances, charges, disputes, liens, third party rights, litigations, acquisition proceedings and properly demarcated on the ground with clear dimension etc. and that he has free and marketable title to the Said Land.
- E. That with mutual consent the parties hereto have agreed that the most apt development of the Said Land would be under the Deen Dayal Jan Awas Yojna-affordable plotted Housing policy, 2016 of the state government of Haryana including all its modifications and amendments till date (scheme). However, the Developer may undertake development of any other nature or under any other policy if so deemed fit and proper by the developer.
- F. Accordingly, the present Collaboration Agreement is being executed between the parties with the purposes of development of the Said Land under the said scheme.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. PROJECT**

- 1.1 That the Developer shall develop and complete a residential plotted colony upon the said land under the said scheme. The colony to be developed upon the said land under the said scheme shall be deemed and considered as the project for the purposes of the present collaboration agreement.
- 1.2 That the Developer shall be entitled to integrate additional land in the said project. The liability to aggregate such additional land shall be solely upon the developer. The terms and conditions which have been agreed through the present collaboration agreement are and shall remain independent to any additional land which may be integrated with the said land. Any contract, documentation, collaboration agreement, compliance or non-compliance, grant of license jointly upon the said land and additional land shall have no effect whatsoever on the terms and conditions which have been agreed upon the present collaboration agreement including but not limited to the prescribed timelines, obligations to be fulfilled by both the parties hereto et cetera.
- 1.3 The Project shall comprise of residential / commercial plots, community center etc. to be developed upon the Said Land as may be planned by the Developer in consultation with the Owner and approved by the concerned authorities.

In pursuance of obligations undertaken by Developer and subject to the terms and conditions of this Agreement. the Owner will make available the Said Land and place the same at the disposal of the Developer, for the purpose of development into an affordable residential plotted colony thereon in accordance

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with the terms of the Deen Dayal Jan Awas Yojana- Affordable Plotted Housing Policy 2016 of Haryana Government ("Scheme").

**2. GRANT OF DEVELOPMENT RIGHTS**

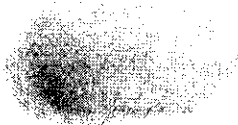
- 2.1 The Owner hereby entrust to the Developer exclusive right for development of the Said Land into a residential plotted colony under the Scheme in accordance with the terms and conditions of the said Scheme as well as this Agreement. The Developer on execution of this Agreement, shall be entitled to survey the Said Land, prepare the layout and service plans and development scheme for submission to the Director General, Town & Country Planning, Chandigarh ("DGTCP") and/or such other authority(s) as may be concerned in the matter for obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the Project on the Said Land. The physical possession of the said land has been delivered to the developer by the owner.
- 2.2 The Owner, with the execution of this agreement shall allow the Developer for undertaking surveying the said land or indulging in any acts which may be required by the developer for applying for and obtaining a license for development of the said project.
- 2.3 The Owner hereby agrees and undertakes not to disturb, interfere with or interrupt the planning, development/construction activity to be carried out by the Developer on the Said Land and/or commit or omit anything that would result in stoppage or delay of the planning, development/construction activity to be undertaken under this Agreement.

**3. LAYOUT**

- 3.1 The Developer at its own cost and expense shall design and draw out a layout plan of the Project with all the requisite facilities/amenities as per prescribed norms, rules and regulations and for this purpose, and shall be entitled to employ, engage architects, planners, consultants etc. The Owner agrees not to interfere in the design/plan of the layout plan of the Project.
- 3.2 The Developer shall be entitled, as may be considered appropriate by it, to make any modifications/ amendments in the layout plan of the Project any time before or after obtaining approvals within the permissible frame work of applicable laws, rules and bye-laws.

In the event of any default or breach of any Laws, Rule or Bye-laws, the Developer shall exclusively be liable and responsible for all the consequences keeping the Owner fully indemnified and harmless against the same in accordance with Clause 11 of this Agreement.

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4. **APPROVALS**

- 4.1 The Developer agrees to obtain at its own cost and expense all requisite permissions, sanctions and approvals including conversion of land use, LOI/License as may be required from the DGTCP and other concerned Authorities wherever required including but not limited to Ministry of Environment and Forests, Pollution Control Board, Haryana Urban Development Authority etc., for development of the Project on the Said Land.
- 4.2 The Developer shall at its own cost and expense prepare the requisite applications for License and submit the same to DGTCP along with all necessary documents and proof of title including latest copies of Jamabandi, Sijra duly attested by concerned authority etc., which have already been provided by Owner to the Developer. All the necessary fees and expenses including scrutiny fees etc. as required shall be borne and deposited by the Developer. All expenses as may be requisite for development of the said land, after registration of this agreement, shall be the sole responsibility of the developer.
- 4.3 The Developer shall also be solely responsible for Registering the project and filing of forms and documents before appropriate authorities constituted under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and compliances thereunder. The Owner shall not be responsible for compliance under RERA in any manner whatsoever including but not limited to maintenance of the Project for a period stipulated thereunder. Developer undertakes to keep the Owner indemnified and harmless against any and every penalty / fine imposed by the concerned authority because of any negligence / non-compliance of the rules thereunder by the Developer.
- 4.4 The Owner shall fully cooperate in the submission of necessary applications for approvals and agrees to provide all necessary documents and to sign and execute any applications, documents for the purpose and will also execute a Special Power of Attorney, in favor of the Developer and its representatives in the form already agreed upon. The power of attorney shall empower and authorize the Developer and its representatives to undertake, amongst others, the following activities:
- (i) Survey and demarcation of the said land.
  - (ii) Appointment and engagement of outside agencies, architects, contractors, engineers and other consultants, as may be required by the developer for obtaining the license.
  - (iii) To sign, execute and submit all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertakings and take such other actions as may be required for purposes of obtaining license.
  - (iv) To do all acts which be requisite, needed, required for obtaining the license.
- 4.5 The Owner will also execute and get registered a General Power of Attorney in favor of the Developer and its representatives simultaneously with the execution of this agreement for developing the project and as and when its legally possible

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to Marketing and Allotment of the Saleable Areas, to collect the sale proceeds and other charges from the customers/buyers in its own name and the execution and registration of allotment certificate and agreement, sale deeds, or other agreements/deeds, lease/ license of the Developer's Share (defined herein below) for enabling the Developer to sell its share in the Project.

4.6 The Owner agrees to also sign/execute all applications, documents, affidavits, undertakings, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of the terms of this Agreement.

4.7 The Developer shall be solely liable for obtaining, compliance with all terms and conditions and renewal of the approvals obtained by it under the provisions of this Clause 4 including but not limited to approvals provided by the DGTCP and/or RERA authorities without any recourse of any manner to the Owner.

5. **DEVELOPMENT:**

5.1 The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals at its own cost and expense where necessary as may be required from all concerned Authorities, including but not limited to conversion of land use, Letter of Intent (LOI)/License and sanction of plans for sanction and development of the Project.

5.2 That the Developer shall endeavor to obtain the License to develop residential plotted colony / Project and complete the same within time limits as prescribed in license and HRERA.

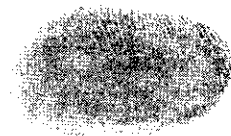
5.3 The Developer shall secure all necessary permissions, approvals for installation of electric, water supply and sewerage connections to the Project, at its own cost and expense.

5.4 The Owner shall fully cooperate in the submission of necessary applications/ building plans for obtaining approvals including sanction of plans and agree to sign and execute any applications, documents etc as may be required by the Developer for that purpose, at the costs and expenses of the Developer.

5.5 The Developer represents and warrants to the Owner herein that it shall undertake entire development of the Project exclusively on its own cost in accordance with the applicable laws and the approvals, which shall include and not be limited to the following:

- (a) To prepare the layout plans of the Project.
- (b) To carry out the internal infrastructural work including laying of roads, street lights, water supply system, sewage collection system, storm water drains, recreation gardens, electric supply network, water harvesting etc. if required and as stipulated in the services estimate duly approved by the concerned authority. (hereinafter referred to as the "**Development Work**");
- (c) To carry out Development Work in accordance with the plans that may be sanctioned by the Appropriate Authority with such alterations as may be desired by the Appropriate Authority

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Director



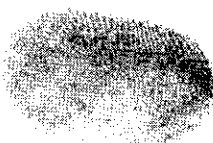
- (d) To abide by all the terms and conditions of the License/LOI obtained for development of the Project and bear all approval related expenses of any nature, whatsoever.
  - (e) To bear, pay and discharge the entire cost of development of the residential colony including fee of architects, surveyors, valuer's, engineers, lawyers, consultants and/or any other professionals that may be engaged in connection with or for the development of the Project.
  - (f) To obtain the No Objection Certificate / Approvals / Clearance including Environmental Clearance etc if and as may be required and applicable for development of the colony.
  - (g) To obtain an Occupation/Completion Certificate in respect of each of the segments of the Project; and
  - (h) To bear all development charges (including enhancements and penalties) and other charges, as may be levied in context of the license and the project.
- 5.7 With prior notice of 24 hours, the Owner shall be entitled to visit the Project to see the progress of development, provided however that the Owner or anybody else claiming through or under him/them shall not cause any type of hindrance or interference in development activities or in the day to day functioning of the Developer.
- 5.8 The Developer will complete the Development Work of the entire Project as agreed through this agreement subject to Force Majeure (defined in clause 20).

#### **6. SHARING OF AREAS:**

- 6.1 In consideration of the Owner granting the right to the Developer to develop the Said Land, and the owner contributing his land for the project; the Owner and the Developer have agreed to share the residential plots and commercial area of the Said Land only. The Parties agree that Developer shall be entitled to entire balance area, in the form of developed plots and all other area of said land undeveloped, other sites, community sites etc, except the share of the owner as defined below ("developer's **Share**") together with all rights, liberties, privileges, easements with unfettered, unhindered and unrestricted right to use all common paths, passages, entrances, common space necessary for the enjoyment of such areas. In consideration of the contribution of the said land, the owner shall be entitled to commercial component ad-measuring 194 sq yds/ acre of said land, as may be utilized from the said land as well 2,000 sq yds of plotted area per acre of portion so utilized for residential use from the said land ("Owner's **Share**"). The Developer shall have the right to deal with its share in the manner it deems fit at its sole discretion which shall however be in accordance with the terms of this Agreement, the Scheme and provisions of applicable laws.

That once the sanctioned layout plans have been received by the Developer, the Developer shall earmark and identify the location of residential plotted area to be

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developed in the said project. The shares of the owner and the developer shall be identified and demarcated in the copy of such layout plans, with mutual consent.

Barring any reason beyond the control of the developer, the layout plans shall not be modified or altered. In case modification or alteration of the layout plans is must, then the modification or the alteration shall be carried out by the developer. Apart from the identification of share of the owner in the layout plans, a separate document shall be prepared and executed by the developer wherein plot numbers, boundaries and areas of these plots falling to the shares of the owner shall be mentioned.

- 6.2 The Developer shall be entitled to retain, sell, lease or otherwise dispose of Developer's Share in the Project, whether in whole or in part, to one or more parties and shall also be entitled to all income, gain, capital, appreciation and benefit of all kinds or description accruing, arising or flowing there from.
- 6.3 The Developer represents and warrants to the Owner herein that:
- a) The Developer shall offer possession of the developed plots after obtaining the completion/Partial completion certificate from concerned authority, of Owner share of plot/s to the Owner as per time limits or conditions of license and HRERA.
  - b) The Developer shall offer the possession of the Owner Share of agreed residential plot/s simultaneously of making offer of possession of plots falling to developer's share.
  - c) In case the owner so desire, the Developer will have rights to allot, sell, deal with or otherwise dispose off the owner share of plots after obtaining a written NOC from the Owner, after the grant of License of the Project by DGTCP and approval from the RERA Authorities in the State of Haryana (which shall in any case be the sole responsibility of the Developer). The Owner shall facilitate and cooperate with the Developer on this account and complete all documentation with regard to the Owner share so as to facilitate the transactions of sale and allotment of Owner share. The plots to be allocated, allotted and transferred to the Owner in terms of this Agreement shall be free from all encumbrances, liens charges, injunctions, lis-pendens, mortgages, acquisitions, attachments and/or limitations of any nature whatsoever. The Developer shall further be bound to execute all such documents as may be required by the Owner to deal with such plots. In such event the Developer shall have no liability towards any third party on account of the Developer executing any documents in favour of such third party at the request of the Owner.
  - d) The Developer shall not charge any transfer charges on first transfers of the plots forming part of the Owner Share. maintenance charges of the plots forming part of the Owner Share shall be payable as applicable at the decided rates to the Developer. In case of any charges payable to/levied by the

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Government for such a transfer, the same shall be payable by the Owner/its transferees.

- e) The Developer shall not differentiate the area falling to Owner' Share from the rest of the Project in any manner whatsoever, and shall provide all services uniformly to all the areas of the Project;
  - f) All bookings, allotment etc. for sale and marketing of the Project shall only be done after procurement of the Licence and obtainment of the requisite approvals from the RERA Authorities in the state of Haryana; the owner shall be bound to use documentation provided by the developer regarding the plots falling to his share.
- 6.4 The Owner and the Developer agrees that any indirect taxes payable, including but limited to goods and services tax, on this Agreement or allocation and allotment of Owner Shares or grant of development rights to the Developer shall be paid and borne by the Developer and Developer shall keep the Owner indemnified against the same.
- 6.5 The Owner and Developer agree that all the taxes, duty, fee, charges etc. like Stamp duty, Registration fee, GST on the purchase of property etc. shall be borne by the prospective buyers/ allottees of the project.

**7. WORK FORCE**

- 7.1 The Developer shall be entitled, at its own cost and expense, to engage contractors, sub-contractors etc. for the purpose of carrying out development on the Said Land. The Developer alone shall be responsible and liable for bearing all costs and expenses for payment of any /all the dues of the contractors/sub-contractors or the labourers. The Developer shall be responsible for compliance of applicable laws including the applicable laws in relation to engagement of such contractors, sub-contractors or labour etc.
- 7.2 The Developer shall be entitled to employ engineers, architects, and consultants, skilled and unskilled workers to carry out and complete development of the Project under the terms of this Agreement.
- 7.3 It will be the exclusive obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time. No liability of any nature whatsoever for any reason shall be fastened on the Owner in case of non-compliance of any statutory compliances.

**8. COSTS**

- 8.1 That the Developer agrees to develop the Project, at its own costs, charges, fees, rates, taxes, cess and/or expenses and with its own resources on the Said Land.
- 8.2 The External Development Charges ("EDC"), Infrastructure Development Work and the Internal Development charges ("IDC") for the Said Land/Project wherever applicable shall be borne and paid by the Developer. That out of the total plotted

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area which may fall to the share of the Owner, the Owner shall not be liable to pay EDC, IDC or such charges qua the plotted area.

8.3 The Developer shall bear all costs and expenses pertaining to the development of the Project, including cost and expense and the fees of the Architects, Engineers, Consultants and staff/work force for the preparation of layout, zoning and service plan etc. and obtaining of approvals including payments of submission fees, scrutiny fees, conversion and License fees shall be borne and paid by the Developer.

8.4 All costs and expenses relating to internal development of the Said Land including costs of materials, inputs, labour supervision, installation of electric sub-stations, transformers, horticulture as approved in the Service Estimates shall be borne and paid by the Developer.

## 9. REPRESENTATIONS AND WARRANTIES BY THE OWNER

The Owner represents and warrant to the Developer as follows:

- (i) The Owner is the absolute owner of the Said Land and is in uninterrupted possession, use and occupation of the Said Land;
- (ii) The description of the Said Land set forth in the Schedule is true, accurate and complete and comprises of all of the land and premises vested in, occupied or used by, or in the possession of, the Owner.
- (iii) The Owner is fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Owner.
- (iv) The Said Land is currently free from all encumbrances, attachments, claims, liens, hindrances, lis-pendens, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary and partitions, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, reservation clearly demarcated in the government records as well as on the ground etc. and other charges of any nature whatsoever and howsoever and that there is no defect in the title of the Owner of the Said Land.
- (v) At the time of execution of this Agreement, the Owner has not agreed to sell or transfer whole or portions of the Said Land with any third parties and have not executed any other power of attorney or other agreements empowering any person/s to deal with the Said Land.
- (vi) The Owner is in possession and enjoyment and personal occupation of the Said Land;
- (vii) The Said Land is not a land in respect of which there is a prohibition regarding sale or transfer and there is no bar or prohibition to acquire, holds, transfer or sell the Said Land.
- (viii) There are no pending legal proceedings, litigations, suits, claims etc. with respect to the Said Land or any portions thereof;

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- (ix) The Owner has not received any notice of acquisition or requisition in respect of the Said Land or any part thereof;
- (x) All property taxes and cess in respect of the Said Land have been duly and punctually paid as on the date hereof, and the Owner shall be liable to make payments of the same till the date of execution of this Agreement. It is clarified that the Owner shall only be liable for any outstanding in this respect, including penalties and arrears, if any, till the date of this Agreement. Payment of property taxes and cess in respect of the Said Land post the execution of this Agreement till the completion and handover of Project to respective allottees shall be sole responsibility of the Developer.
- (xi) The Owner shall execute irrevocable Special Power of Attorney and irrevocable General Power of Attorney in favour of the Developer in terms of this Agreement.
- (xii) The Owner shall not jointly or severally undertake any action which is deemed or is construed to be a contravention of any of the terms of the License, and further agree and undertake to abide by all the terms and conditions of the License obtained for the development of the Project.

## 10. INDEMNITIES

### 10.1 DEVELOPER'S INDEMNITY

- (1) The Developer shall observe and comply with all applicable laws including but not limited to RERA, rules, regulations, terms and conditions of License, the layout plans and other statutory provisions including statutory payments as demanded in LOI/License of the Project. The Developer shall keep the Owner indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions of License or on account of failure to fulfill its obligations pertaining to the Project.
- (2) All claims whatsoever made by any party concerned with development of the Project including but not limited to by contractors, sub-contractors, suppliers of materials, labourers / workmen, allottees etc., except those attributable solely to title of Said Land, shall be borne and paid by the Developer. The Developer shall keep the Owner fully indemnified against all such claims and demands whatsoever.
- (3) The Developer undertakes and confirms that in the event of its breach or default of any of the terms and conditions or the time frame for achieving any time bound target under this Agreement, the Owner shall have unfettered and unconditional right to terminate this Agreement along with the general and special power of attorney executed in favour of the Developer or its nominees. Upon such termination, the Parties shall stand absolved from performance of their obligations under provision of this Agreement, and/or any other agreement, understanding which may have been reached pertaining to the Project.

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Settlement of any 3<sup>rd</sup> party liability created over the Said Land by the Developer shall be the sole responsibility of the Developer.

- (4) The Developer undertakes and confirms that it shall first handover the peaceful physical possession to the Owner of the developed plots falling to the share of Owner and only thereafter it shall offer possession to its prospective buyers of the developed plots falling to the Developer's Share over the Said Land.
- (5) Development of the Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless Owner and their representatives from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Owner due to any non-compliance of relevant statutes, laws, bye-laws including labour laws by the Developer in the course of development of the Project. Further, the Developer alone shall be responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rules and regulations as are in force or introduced 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. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Owner.
- (6) The Developer, in its capacity as a developer in terms of this Agreement, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.
- (7) In compliance of the terms of the scheme of Deen Dayal Jan Awas Yojna, 50% of total plotted area shall be frozen till completion certificate is obtained. Such frozen areas shall be distributed from Developer's Share/other land of project. Parties agree that as per the compliance of the scheme, 15% of the total developed area shall be mortgaged with DGTCP, out of the frozen areas. That the mortgaged area shall be from the share of the developer.
- (8) The Developer shall keep the Owner indemnified against any claims, losses, damages as may be caused to them on account of Developers breach of all/any of the terms of this Agreement or representations and warranties contained in this Agreement.

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For 3B HOMES PRIVATE LIMITED

  
Director

10.2 **OWNER' INDEMNITY**

- (1) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer and/or its buyers solely on account of any defect in Owner title or physical possession on ground to the Said Land or the existence of any encumbrances thereon.
  - (2) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer on account of Owner' breach of all/any of the representations and warranties contained in this Agreement.
- 10.3 The Parties to this Collaboration Agreement mutually agree that, except for litigation on account of title of the Said Land which shall be borne entirely by the Owner, all costs and expenses of any litigation (after execution of this Agreement) (including litigation on account of proceedings under provisions of The Land Acquisition Act, 1896) pertaining to the Said Land shall be borne by the Developer.

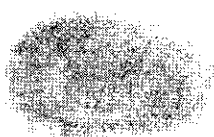
11. **BANK GUARANTEE**

- 11.1 Any bank guarantees required for payment of EDC/IDC and carrying out internal development or any other obligation required by any authority, shall be furnished by the Developer only. All costs, expenses including any margin money to obtain any Bank Guarantee for EDC, IDC and internal development shall be borne and paid by the Developer only. The Developer can keep 15% of the developed area out of the frozen areas as mortgage with the authority in lieu of bank guarantee as per the conditions of the License and Owner shall not have any objection to the same. However the developer shall make sure that the under no circumstances, the share of the owner be adversely affected by such bank guarantee.

12. **DEPOSIT**

- 12.1 The Owner shall be entitled to refunds, if any, of any amounts deposited by the Developer with various authorities in the name of the Owner for seeking approvals etc. If refunds are received in the names of the Owner, those shall be reimbursed by the Owner to the Developer within 7 days of receipt of money from such authorities. This shall however be subject to the Developer abiding with the terms of this Agreement.
- 12.2 That various timelines have been prescribed in this agreement relating to obtaining of license, completion et cetera. The developer acknowledges that in case these timelines are not abided with then the order shall be suffering immense losses and accordingly it has been agreed by the developer, conditionally, that in case of breach of any term or condition mentioned in this agreement including the timelines prescribed then the owner will avail appropriate remedies.

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For 3B HOMES PRIVATE LIMITED

  
Director

13. **CONSIDERATION:**

- 13.1 The consideration on the part of the Owner includes provision of the Said Land and getting the developed plots in lieu thereof from the Developer in terms of this Agreement and refundable security deposit of Rs.1,00,000/- per acre of said land which has been paid by the developer vide cheque no. 187363 dated 15.03.2022 drawn on Federal Bank. This deposit will be refunded by the owner to the developer without interest within 30 days of offering possession of owner's share of plotted area.
- 13.2 The consideration on the part of the Developer includes undertaking the Development Work on the Said Land including but not limited to planning and preparation of the layout plans, service plans, obtaining of all approvals including conversion of land use, License for the colony, carrying out internal development of the Project as its own cost and including deposit of scrutiny fee, License fee and conversion fees, with the concerned Authorities, and all other obligations undertaken by the Developer in terms of this Agreement and the terms and conditions of the License.

14. **MARKETING**

- 14.1 Marketing of the Owner Share shall be exclusively carried out by the Developer as per mutually agreeable terms and conditions.
- 14.2 All necessary documents/agreements, conveyance deeds for bookings/sale of plotted areas shall be prepared by the Developer in consultation with the Owner to maintain uniformity of general terms including maintenance of the Project.

15. **MAINTENANCE OF THE PROJECT**

- 15.1 All the common areas and facilities of the Project like roads, water and sewerage lines, street lighting, parks etc. shall be maintained by the Developer and/or its nominees till handed over to the concerned Local Body/Authority or the Residents Welfare Association of the Project and would also be subject to rules mentioned in Real Estate and Regulation Act 2016.
- 15.2 The Owner acknowledges and agree that terms of Allotment Agreement, Conveyance Deed, Maintenance Agreement, Electricity Supply Agreement of the areas falling within the Owners' Share, whether retained for self-use, or transferred or gifted to 3<sup>rd</sup> party, shall be at par with the areas falling in the Developer's Share. The Owner agrees and undertake that all the aforesaid agreements shall be signed and executed by the Owner and/or its nominees/allottees without demur as and when requested by the Developer and all expenses in relation to the same shall be borne solely by the Developer.
- 15.3 The Owner shall be obligated to pay maintenance charges to the Developer with regard to the Owner's Share. In the event the plots from the Owner's Share are however sold/transferred/leased to any third party, the Developer shall be entitled to recover proportionate maintenance charges from such buyer/lessee

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/transferee. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance and resources.

16. **TAXES**

- 16.1 All taxes, levies or any other type of financial obligations of the Owner with reference to the Said Land, up to the date of signing of this Agreement, incurred/ to be incurred shall be met and discharged by the Owner. After signing of this Agreement all such levies and taxes will be paid by the Developer for all the areas. The Owner and Developer undertake to keep each other fully harmless and indemnified against any liability or financial obligations on this account respectively. The Owner and/or buyers of their share of areas shall also be liable for all taxes including property taxes, charges, levies or any outflows in respect of their areas in the Project from the date these are levied/made applicable. Similar taxes, charges, liabilities relating to Developer's share of areas shall be met by the Developer or the buyers of its share of areas.
- 16.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows after obtaining Completion Certificate, in respect of their share of areas in the Project from the date these are levied/made applicable and might be passed on to the buyers as may be decided by them.
- 16.3 The Parties have mutually agreed that the taxes relating to development work like works contract tax, service tax/GST as applicable on contractor's bill etc. shall be borne by the Developer for the entire Project including the Owner Share.
- 16.4 That the Parties hereto shall be liable in respect of income tax for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.
- 16.5 The Owner and the Developer agrees that any indirect taxes payable, including but limited to goods and services tax, on this Agreement or allocation and allotment of Owner Shares or grant of development rights to the Developer shall be paid and borne by the Developer.

17. **RAISING OF LOANS**

The Developer shall be entitled to raise loans in its own name from the bank / financial institutions for development of the Said Land by mortgaging the Said Land. There shall be no liability on the Owner for re-payment of the loans or any interest thereon. The intending customer/buyer of Developer shall be entitled to raise loans in its own name from the bank / financial institutions for purchasing the Plot/s to be developed by Developer in the area falling in its share (Developer's Share) by mortgaging their Plot(s), and the Owner shall facilitate the same and agrees to sign/execute all such documents, application etc as may be required for sanction/disbursement of the loan without assuming any liability in relation thereto. The Developer shall be entitled to issue no objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of areas falling in Developer share in

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favour of any banks/financial institutions without creating any liability on the Owner. Likewise, the Owner may also be entitled to issue such no objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks/financial institutions and the Developer shall co-operate for the same. In case of enforcement of such mortgage by the Bank/Financial Institution, the Developer shall ensure that the Owner Share shall not be effected in any manner whatsoever and the Developer shall keep the Owner fully indemnified in this regard.

18. **EXECUTION OF SALE DEEDS**

- 18.1 Upon receipt of the License and satisfactory distribution of respective areas falling to the shares of the owner and the developer, the Developer shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the Developer's Share in the Project in favor of its buyers at the cost and expense of the buyers in terms of the allotment agreement to be entered with the prospective buyers of the Project, in accordance with applicable laws.

19. **GENERAL**

- 19.1 The name of the Project shall be decided by the Developer.
- 19.2 That since considerable expenditure, efforts and expertise is involved in obtaining the Licenses for the Project, it is the condition of this Agreement that after obtaining the license and subject to timely completion of the project and the required permissions from the concerned authorities for the Project, the Owner or their nominee or legal heirs will not cancel / terminate or back out from this Agreement subject to the strict performance of the terms and conditions of this Agreement by the Developer and more specifically the various timelines stipulated under this Agreement. However, in case the Owner, their nominee or legal heirs would otherwise cancel or back out from this Agreement if there being no breach of the terms and conditions of this Agreement on the part of the Developer, in that event the Developer besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of Owner and during pendency of the said proceedings, the Owner shall not enter into any agreement with respect to the Said Land with any third party except for achieving the objective of this Agreement.
- 19.3 The agreement shall be irrevocable and no modification/alteration etc in the terms and conditions of the agreement can be undertaken, except after obtaining prior permission of the DTCP, Haryana. The Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP Haryana, whichever is earlier. That the developer shall follow the provisions of the Real Estate ( Regulations and Development ) Act 2016, and rules framed thereunder shall be followed by the developer in

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Director

letter and spirit. That the developer shall not violate any provisions of the Haryana ceiling on land holding act 1972. That the developer shall integrate the bank account in which 70 percent allottee receipts are credited under section - 4(2)(I)(D) of the Real Estate (Regulations and Development) Act 2016 with the online application /payment gateway of the department , in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the state treasury. The developer shall execute the development works as per Environmental clearance and comply with the provisions of environment protection act 1986, Air (prevention and control of pollution) act 1981, and Water (prevention and control of pollution) act 1974.

- 19.4 The Owner agrees that if, there be any claim, demand, tax litigation or any other court order of any nature whatsoever against them, then it is a condition of this Agreement that the work of development and / or its completion of the Project and / or any other matter incidental to this Agreement shall not, at any time or during development or after the completion of or on handing over possession to the intending purchasers, 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 Share in the Said Land and / or proceeds there from.
- 19.5 That this Agreement may be executed in counter parts, each of which shall be deemed to as an original, but all of which together shall constitute one and the same instrument and Agreement.
- 19.6 That this Agreement records the complete agreement between the parties and supersedes all provisions, correspondence, undertakings, agreements, letters, papers or documents exchanged and/or executed by the parties. That in case any amendment is to be made to the Agreement, the same shall be with mutual consent of the parties and shall be in writing and got signed by the parties.
- 19.7 No amendment or modification in this Agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representative of each party and such writings are expressly stated and accepted as being an amendment to the Agreement
- 19.8 If any provision of this Agreement shall be determined to be void or un-enforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 19.9 The Owner and the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owner and the Developer nor shall the Owner and the Developer in any manners construe it as an association of persons unless and except to the extent specifically recorded

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herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.

- 19.10 That if any provision of this agreement or the application thereof to any person or circumstances shall be invalid or un-enforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.
- 19.11 That each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative, and the exercise or forbearance of exercise by either party of one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.12 Unless otherwise state, each notice to be made hereunder shall be made in writing by the authorized signatory but unless otherwise stated, may be made by Email or Speed Post, provided however that any notice under this Agreement is sent by Email, shall simultaneously be sent by speed post as well. A notice shall be deemed to have been duly served upon receipt and dispatch by Speed Post shall be conclusive proof of its receipt by the addressee. Such communications shall be at the addresses which are as follows:

**If to First Party:**

Name : Mr. RAMPHAL S/o. SH. NAND LAL  
Address : VILLAGE DHARKA SUB-TENSI  
HARSARU DIST. GURUGRAM  
Email ID : yadav.manish.24@gmail.com

**If to Second Party:**

Name : Mr. 3B HOMES PRIVATE LIMITED  
Address : PLOT No. 151P, SECTOR-52  
GURUGRAM  
Email ID : accounts@3B.Homes.in

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement shall be made or delivered to the other Party at its address specified above. In case of change in address such other address shall be notified by that Party to the other Party by giving not less than 15 days' notice of such change of address, and shall be deemed to have been made or delivered (i) in the case of any communication made by Email when transmitted,

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and (ii) in the case of any communication made by letter; when left at that address, or otherwise received by the address.

20. **FORCE MAJEURE**

The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), by enemy action or natural calamities or Act of God, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, litigation, departmental delays, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities, delay or obstruction caused by the owner or defect of any kind in title and possession of said land.

21. **DISPUTE RESOLUTION**

21.1 In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim amicably. In the event no amicable resolution or settlement is reached then such dispute shall be subject to the exclusive jurisdiction of Courts at Haryana.

That in case either party to this contract commits breach of any term/condition recited herein, in that event the aggrieved party shall be entitled to proceed with the remedy provided under this Agreement through due process of law at the cost and expense of the defaulting party.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in English, and executed by both parties or their respective duly authorized representative on the day, month and year first above written.

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Owner/ First Party

Witnesses:

1.   
T.C. KHATANA  
Advocate  
Distt. Court, Gurgaon

2.   
MANISH YADAV S/O SH. VIJAY SINGH YADAV  
R/o DWARKA, GURGRAM

Developer/Second Party  
For 3B HOMES PRIVATE LIMITED

  
Director

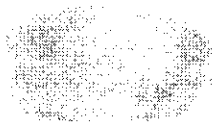
  
Director

**SCHEDULE - I**

Khewat No.	Khatauni No.	Rect No.	Killa No.	Area in Kanal/Maria
166	172	22	6/2	3-12
			15	8-0
		23	11/2	3-12
189/3	195/4	22	7/2	2-0
			14/2	2-0
Total Field			5	19 - 4 Salam

**Owner/ First Party**

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**Developer/Second Party**

For 3B HOMES PRIVATE LIMITED

Director

For 3B HOMES PRIVATE LIMITED

Director