

COLLABORATION AGREEMENT

ADDENDUM TO

ANGERCH NAS

BETWEEN

AND



प्रलेख नं:1036		दिनांक:03-08-2023 🤳
	डीड सबंधी विवरण	
डीड का नाम TART	IMA	
तहसील/सब-तहसील फरूखन	गर	
	khnagar	
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राशि 18000000 रुपये	स्टाम्प ड्यूटी की राशि 3 रुपये	
स्टाम्प नं : JOC2023H8	स्टाम्प की राशि 101 रुपये	
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan:105667993 भे	स्टिंग शुल्क 3 रुपये
Drafted By: PREM SINGH ADV	Ser	rvice Charge:200

यह प्रलेख आज दिनाक 03-08-2023 दिन गुरूवार समय 5:03:00 PM बजे श्री/श्रीमती /कुमारी AMAR SINGH पुत्र KANHAIYA KHEM CHAND पुत्र KANHAIYA KARAN SINGH पुत्र KANHAIYA KRISHAN पुत्र RAJ SINGH DHARMENDER SINGH पुत्र GANPAT SINGH LADO DEVI विधवा RAM PRATAP MAN SINGH पुत्र KANHAIYA निवास FARRUKHNAGAR द्वारा पंजीकरण हेतु प्रस्तुत किया गया |



AMAR SINGH KHEM CHAND KARAN SINGH KRISHAN DHARMENDER SINGH LADO DEVI MAN SINGH

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी YASHVI HOMES PVT LTD thru MOHD ANEESOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया दिनों प्रतारित पुरुद्यान श्री/श्रीमती /कुमारीRohtash Singh namberdar पिता BHOOP SINGH निवासी FARRUKHNAGAR, TEHSIL FARRUKHRAGAR, OORUGRAM व श्री/श्रीमती /कुमारी SATISH पिता KANHAI RAM निवासी FARRUKHNAGAR ने की |

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

ADDENDUM TO COLLABORATION AGREEMENT

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THIS ADDENDUM TO COLLABORATION AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO AT GURUGRAM, HARYANA ON THIS DAY OF____:

BY AND BETWEEN;

Mr. Amar Singh (Adhar No. 8173 0423 3155 & Pan No. HDCPS8789E) -Khem chand (Adhar No. 4690 9224 5890 & Pan No. AXOPC3229N) -Karan Singh (Adhar No. 4789 8592 4774& Pan No. DWWPS6542G) -Man Singh (Adhar No.5737 6996 4466 & Pan No. AWXPS3166N) S/o Kanhaiya & Krishan (Adhar No.6205 2950 5371& Pan No. DMDPK0091R) S/o Raj Singh S/o Bali Ram & Dharmender Singh (Adhar No.9312 1137 6355& Pan No.DWRPS8858Q) S/o Ganpat Singh S/o Baliram & Smt. Lado Devi (Adhar No. 6628 1786 9100 & Pan No.------) Window Ram Pratap R/o Ward No. 1 Farrukh nagar Tehsil Farrukh nagar Distt Gurugram 122506. are the owners of Land Khewat/Khata No. 1122/929 Rect. No. 38, Killa No. 12/1(4-0), 12/2(4-0), 13(8-0), 18(8-0), 19(8-0), 22(7-6), 23(8-0) Rect. No. 39 Killa no. 2(7-11), 3(7-11) field 9 land measuring 62 Kanal 8 Marla, & Khewat/Khata No. 1121/928 Rect No. 38 Killa No. 11/2(2-0), 11/3(3-0), 20(8-0), 21(8-0), & Rect No. 39 Killa No. 1(7-11), field 5 land measuring 28 Kanal 11 Marla, thus total land admeasuring 90 Kanal 19 Marla, situated within the revenue estate of Village Farrukh Nagar, Tehsil Farrukh Nagar, Distt. Gurugram, Haryana Vide Fard Jamabandi Year 2016-2017. (hereinafter referred to as the "LAND OWNER") is absolute Owner and in Physical Possession of Land admeasuring 90 Kanal 19 Marla, situated within the revenue estate of village Farukhnagar tehsil and district Gurugram, Haryana, hereinafter referred to as the "LAND OWNERS") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, administrators, executors, legal representatives OF THE FIRST PART;

For YASHYI HOMES PVT. LTD

wthorised Signatory

Reg. Year Book No. Reg. No. 2023-2024 1036 1 पेशकर्ता दावेदार गवाह उप/सयुंक्त पंजीयन अधिकारी पेशकर्ता :- AMAR SINGH KHEM CHAND KARAN SINGH KRISHAN DHARMENDER SINGH LADO DEVI MAN SINGH दावेदार :- thru MOHD ANEESOTHERYASHVI HOMES LTD गवाह 1 :- Rohtash Singh namberdar गवाह 2 :- SATISH प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1036 आज दिनांक 03-08-2023 को बही नं 1 जिल्द नं 110 के पृष्ठ नं 112 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2138 के पृष्ठ संख्या 88 से 90 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 |

May Maris St

दिनांक 03-08-2023

For YASHVI HOMES PVILL

उप/सयुंक्त पंजीयन अधिकारी(फरूखनगर)

M/s_Yashvi Homes Pvt. Ltd. bearing Corporate Identification Number (CIN) U45201HR2022PTC100377, a private company incorporated and registered under the Companies Act, 1956 having its registered office at H No 291 Sector 17 Gurugram Tehsil & Distt Gurugram. acting through its Authorised Representative, Mr MOHD. ANEES bearing Adhaar No. 8804 4920 0724authorised vide Board Resolution dated <u>03-08-23</u>, (hereinafter referred to as "the Developer")which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its respective administrators, executors, legal representatives, Successors OF THE SECOND PART;

Land Owner and the Developer are, unless the context requires, shall hereinafter collectively be referred to as "Parties" and individually as "Party".

WHEREAS:

A. Land Owners, collectively owns the total land admeasuring Khewat/Khata No. 929/951 Rect. No. 38, Killa No. 12/1(4-0), 12/2(4-0), 13(8-0), 18(8-0), 19(8-0), 22(7-6), 23(8-0) Rect. No. 39 Killa no. 2(7-11), 3(7-11) field 9 land measuring 62 Kanal 8 Marla, & Khewat/Khata No. 928/950 Rect No. 38 Killa No. 11/2(2-0), 11/3(3-0), 20(8-0), 21(8-0), & Rect No. 39 Killa No. 1(7-11), field 5 land measuring 28 Kanal 11 Marla, thus total land admeasuring 90 Kanal 19 Marla, situated within the revenue estate of Village Farrukh Nagar, Tehsil Farrukh Nagar,Distt. Gurugram, Haryana Vide Fard Jamabandi Year 2016-2017. (hereinafter referred to as the "LAND OWNER")is absolute Owner and in Physical Possession of Land admeasuring 90 Kanal 19 Marla, situated within

For YASHVI HOMES PVT. LTD

Authorised Signatory



the revenue estate of village Farukhnagar tehsil and district Gurugram, Haryana, (hereinafter known as "Said Land").

B. WHEREAS now the first party i.e. LAND OWNERS has represented that they are the absolute joint owner and in 'joint possession of land as mentioned above to the extent of their respective shares situated within the revenue estate of village Farrukhnagar, Tehsil and District Gurugram, hereinafter referred to as the "SAID LAND") LAND OWNERS has represented that they has an un-impeachable & absolute right, title and interest, free from all claim(s), charge(s), lien(s), adjustment(s), liabilities, litigation(s) or any encumbrance of whatever kind over the SAID LAND.

21 DAY OF SEPTEMBER, 2022 WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER: -

- 1. That the first party shall be responsible for all compliance of all terms and conditions of license provision of act of 1975 and 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 above agreement shall be irrevocable and no modification/alteration etc in the terms and condition of the 'agreement can be undertaken except after obtaining prior approval of DTCP, Haryana.
- 3. That since the first party has already executed and registered collaboration agreement dated 21.09.2022 in favor of the second party i.e. developer, regarding the above land and have also agreed to certain terms and conditions as



recited in the registered collaboration agreement dated 21.09.2022 and it is now mutually agreed between the parties that the other terms and conditions of Collaboration Agreement dated 21.09.2022 will remain the same between the parties and addendum to collaboration agreement shall be read as part of the Collaboration Agreement dated 21.09.2022 and in its true letter and spirit.

- 4. That the allotment of the land owners' allocation i.e. 1200 Squre Yards area per acre of Said Land, after development of the proposed colony and the submission and provision of the Said Land to the Developer for the development of the same into a plotted colony and the rights and title of the developer qua the land/project, except the land owners' allocation, remains consideration qua each other for entering into the present collaboration agreement, between the parties hereto.
- 5. That The Developer shall offer the possession to the Land Owners of the Owner' Allocation of fully developed plotted area within 24 months from the date of grant of License for the Said Land.
- 6. That the Developer shall offer the possession of the plots falling to the share of the land owners, simultaneously to the offer of possession being made by the developer qua the plots falling in its share to its transferees/alienees/allottees.
- 7. That any delay, in handing over the fully developed and completed plotted area of owners allocation beyond the period,

For YASHVI HOMES PVT. LT

Authorised Signato

as agreed herein, shall entail payment of Rs. 50 per Sq. yd.per month of the owners allocation by the Developer for the period of such delay.

ASSIGNMENT

1. The Developer shall has the full and free right to assign/transfer the Development Rights under the agreement to any third party, with the prior consent of the owner and the party to whom such rights are assigned shall has full rights as the Developer of the Said Land and the Owner shall accept the new developer so appointed as having all rights hereunder.

Roads are minimum 5 inch and all electric wiring will be underground. All boundary wall will be 8ft all over the colony both residential and commercial.

NO TERMINATION

This agreement cannot be terminated by any Party under any circumstances unless there is breach of any terms and condition of this agreement.

BINDING TERMS

The terms of this Agreement shall to the extent contrary to the Registered Collaboration Agreement dated 21.09.2022 for the rest the terms of the said Collaboration Agreement shall remain in force and shall be binding.

FOR YASHVL HOMES PVT. LTE

Authorised Signator

DISPUTE RESOLUTION

All disputes shall be subject to the jurisdiction of the District Gurugram and Punjab and Haryana HIGH COURT at Chandigarh.

IN WITNESS WHEREOF, THE PARTIES HERETO HAS SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES: -

DEVELOPER





WITNESSES: @







Distt. Court, Gurugram