

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 20/09/2022

Certificate No. GBT2022I29



GRN No. 94599329



Stamp Duty Paid : ₹ 2388000

Penalty :

₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Amar Singh

H.No/Floor : Nil

Sector/Ward : Nil

LandMark : Nil

City/Village : Farrukh nagar

District : Gurugram

State : Haryana

Phone: 99\*\*\*\*\*48

Others : Man singh and karan singh and khemchand and ludo devi and dharmender singh and krishan



Buyer / Second Party Detail

Name : Ms yashvi homes pvt ltd Thru authoresed signatory Shri bhagwan

H.No/Floor : 291

Sector/Ward : 17

LandMark : Nil

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*48

Purpose : Collaboration Deed

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

Stamp Duty – 23,88,000/rs

Certificate No. GBT2022I29

Registration Fees-50010/Grn - 94614403

**COLLABORATION AGREEMENT**

BETWEEN

AND

LT1 Amar Singh

LT1 Karan Singh  
54723

Man Singh

Karan Singh

Dharmender Singh

For YASHVI HOMES PVT. LTD.

Shri Bhagwan

Authorized Signatory



ATIT (HIS 94614403)

## डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील फर्रुखनगर

गांव/शहर Farrukhnagar

## धन संबंधी विवरण

राशि 18000000 रुपये

स्टाम्प ड्यूटी की राशि 360000 रुपये

स्टाम्प नं : GBT2022129

स्टाम्प की राशि 2388000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:94614403

पेस्टिंग शुल्क 0 रुपये

Drafted By: Tej Pal Sharma Adv

Service Charge:0

यह प्रलेख आज दिनांक 21-09-2022 दिन बुधवार समय 4:14:00 PM बजे श्री/श्रीमती /कुमारी

Amar Singh पुत्र Kanhaiya Khem Chand पुत्र Kanhaiya Karan Singh पुत्र Kanhaiya Man Singh पुत्र Kanhaiya Krishan पुत्र Raj Singh Dharmender Singh पुत्र Ganpat Singh Lado Devi पत्नी Ram Pratap निवास Farrukhnagar द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Man Singh  
Kishan Singh

8-18

उप/संयुक्त पंजीयन अधिकारी (फर्रुखनगर)

हस्ताक्षर प्रस्तुतकर्ता

Amar Singh Khem Chand Karan Singh Man Singh Krishan Dharmender Singh Lado Devi

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms Yashvi Homes Pvt Ltd thru Shri Bhagwan OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Rohtash Singh numberdar पिता —

निवासी Farrukhnagar Tehsil Farrukhnagar Distt Gurugram व श्री/श्रीमती /कुमारी Satish पिता Khani Ram

निवासी Farrukhnagar Tehsil Farrukhnagar Distt Court Gurugram ने की।

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

MS YASHVI HOMES PVT. LTD.

Rohtash Singh



## COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO AT GURUGRAM, HARYANA ON THIS 21 DAY OF SEPTEMBER, 2022:

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. AWPXS3166N) 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 1173 6355 & Pan No. BWRPS8858Q) 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. 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 & Mutation No. 16947. (hereinafter referred to as the "LAND OWNER") are 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;

AND

M/s\_Yashvi Homes Pvt. Ltd. (Pan No.AABCY4793L) bearing Corporate Identification Number (CIN) U45201HR2022PTC100377, a private company incorporated and registered

LT1 Amar Singh

LT1 Karan Singh

Man Singh

Dharmender Singh

RTT (2/31/2022)

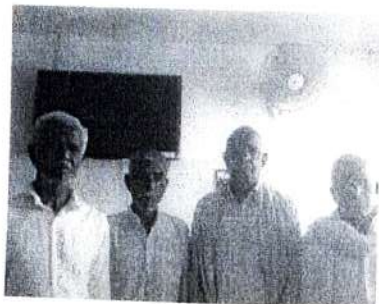
For YASHVI HOMES PVT. LTD.

Singh

LT1 Karan Singh

Krishan

Authorized Signatory



पेशकर्ता



दावेदार



गवाह



पेशकर्ता :- Amar Singh Khem Chand Karan Singh Man Singh Krishan Dharmender Singh Lado Devi

दावेदार :- thru Shri Bhagwan OTHERMs Yashvi Homes Pvt  
Ltd

गवाह 1 :- Rohtash Singh namberdar

गवाह 2 :- Satish

उप/सयुंक्त पंजीयन अधिकारी

Krishan Dharmender

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1788 आज दिनांक 21-09-2022 को बही नं 1 जिल्द नं 105 के पृष्ठ नं 151.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2026 के पृष्ठ संख्या 16 से 18 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 21-09-2022

उप/सयुक्त पंजीयन अधिकारी( फरखनगर )

For YASHVI HOMES PVT. LTD.

yangi3 beahon3A



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. Shri Bhagwan bearing Adhaar No. 2048 8622 6065** authorised vide Board Resolution dated 19-09-2022 (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:

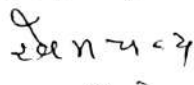
A. Land Owners, collectively owns the total land admeasuring Khewat/Khata No. 929/951 Rect. No. 38, Killa No. 12/1(4-0), 12/2(4-0), 13(8-0), 18(8-0), 19(8-0), 22(7-6), 23(8-0) Rect. No. 39 Killa no. 2(7-11), 3(7-11) field 9 land measuring **62 Kanal 8 Marla**, & Khewat/Khata No. 928/950 Rect No. 38 Killa 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 & Mutation No. 16947. (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 known as "Said Land").


B. The parties herein agree that Rs 30,00,000/- per acre shall be paid by the Developer to the Land Owners at the time of signing the present Agreement. That upon completion of the Said Project, 1200 square yards per acre shall be given to the Land Owners by

  
LTI Amar Singh  
  
LTI Karam Singh

For YASHVI HOMES PVT. LTD.

  
Authorised Signatory

  
Man Singh





  
RT  
(RTS, 2022)

the Developer in their in accordance with their respective share in terms of the following schedule:

S. NO.	LAND OWNER	LAND PORTIONS K - M - S	AMOUNT	Chaque No./Bank	Date
1.	Amar Singh	15 -3 - 2	30,00,000/	054584/IDBI Ltd.	20/09/22
2.	Man Singh	15 -3 - 2	30,00,000/	054585/IDBI Ltd.	20/09/22
3.	Karan Singh	15 -3 - 2	30,00,000/	054586/IDBI Ltd.	20/09/22
4.	Khem Chand	15 -3 - 2	30,00,000/	054587/IDBI Ltd.	20/09/22
5.	Lado Devi	15 -3 - 2	30,00,000/	054588/IDBI Ltd.	20/09/22
6.	Krishan	7 - 11 - 4	15,00,000/	054589/IDBI Ltd.	20/09/22
7.	Dharmender Singh	7 -11 - 5	15,00,000/	054590/IDBI Ltd.	20/09/22

- C. The Developer herein is a reputed real estate company and holds sufficient expertise in the development of affordable Residential plotted Colonies under Deen Dayal Awas Yogna , Plotted Colonies, Affordable Housing Society, Commercial Towers, Shopping Complexes, etc. and has developed various projects in and around National Capital Region (hereinafter referred to as “**Business**”).
- D. The Land Owners now intend to utilise the Said Land for developing it in to a Residential Plotted colony under Deen Dayal Awas Yogna but have financial constraints and also lack expertise in the development/ construction thereof and similarly the developer is already developing residential plotted colony under Deen Dayal Awas Yogna on the adjacent land of the first party therefore on the specific request and representation of the first party to integrate their land with the land of developer ,thus the parties hereto have mutually agreed to collaborate for the purpose of development upon the Said Land of the Land Owners hereinafter known as “**Said Project**”).
- E. The parties hereto contemplate that the Said Land is declared and notified as eligible for development into a residential plotted colony/commercial project in the Master plan for the area.

For YASHVI HOMES PVT. LTD.

Authorised Signatory

Kishan

Man Singh

Dharmender

RTI

(01/11/2022)



- F. The parties herein, in good faith and relying upon the representations, assertions and assurances made to each other have agreed to develop the Said Land into a plotted colony and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing.

**NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. DEFINITIONS**

In this present Agreement, unless the context otherwise requires or expressly provides, the following words shall have the following meanings respectively:

***"Said Land"*** shall mean the property owned by Land Owner 1 and Land Owner 2 collectively comprising to **90 Kanal 19 marla**, in the present Agreement at which the Developer is developing the Said project.







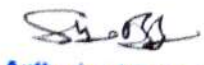

***"Said Project"*** shall mean the commercial project i.e. a Residential Plotted colony under Deen Dayal Awas Yogna to be developed on the property of the Land Owners i.e. the Said Land.

***"Pre-Development Cost"*** means the payment of licence fee, conversion charges, and scrutiny fee, which is the expenditure to be occurred during the period of obtaining requisite license, permissions and LOI from the concerned authority for the commencement of the Said Project. The mentioned cost is reckoned till the duration of obtaining the License.

***"Remaining Balance"*** means the balance payment of the expenditure to be incurred towards External Development Charges and Internal Development Charges i.e. EDC&IDC to be paid to the concerned authority.

***"Development Charges/ Development Cost"*** is the cost which has to be spent on the development of the Said Project till its completion, pursuant to obtaining the LOI from the concerned authority for the development of roads, sewer and storm water system, land scaping, electric lighting etc. the basic infrastructure.

***"Applicable Law"*** includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines,

 **LT1 Karan Singh**   
 **LT1 Amar Singh**   
  
  
  
**For YASHVI HOMES PVT. LTD.**  
**Authorised Signatory**  



*policies, directions, directives and orders of any governmental authority (or any sub-division thereof), statutory authority, tribunal, board or court.*

*"Force Majeure" shall mean any event beyond the control, which could not be anticipated upon formation of this Agreement, and the effects of which are compelling and unforeseeable.*

## 2. INTERPRETATIONS

- (a) Any reference to this Agreement shall mean and include the entire Agreement including all its Schedules.
- (b) Any reference in this Agreement including all its Schedules to any statute or statutory provision shall be construed as including a reference to that statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.
- (c) Unless the context of this Agreement otherwise requires:
  - a. The headings are used for convenience and ease of reference and shall not affect the construction or interpretation of any provision of this Agreement;
  - b. Reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to the other gender;
  - c. References to the Recitals, Clauses and Schedules shall be deemed to be a reference to the Recitals, Clauses and Schedules of this Agreement;
  - d. References to any enactment are to be construed as referring also to any amendment or re-enactment, any previous enactment that such enactment has replaced (with or without amendment) and to any regulation or order made under it;

For YASHVI HOMES PVT. LTD.



Authorised Signatory

LTI Karan Singh

2011 2012

Man Singh



RTI 2011 2012



LTI Amar Singh



- e. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the short title of the statute or full title of the regulation.

### 3. PURPOSE AND INTENT

- (a) The Land Owners hereby agree and intend to utilize their Said Land for development of the Said Project.

### 4. POSSESSION OF THE SAID LAND

- (a) The Land Owners shall transfer the peaceful and vacant possession of the Said Land to the Developer simultaneously to obtaining of LOI, for the development of the Said Project, by the Developer, to enable the Developer to carry out its obligations under this Agreement. To avoid delay and due to the fact that the Said Land is lying vacant, the possession of the Said Land shall be deemed to be have been delivered on obtaining LOI by the developer and no formal possession letter shall be required.
- (b) Upon the delivery of the physical possession of the Said Land shall remain with the Developer and in the event of any dispute, not related to the parties hereto, arising with any third party relating to title, possession, and/or tenancies pertaining to the Said Land or any part thereof, the same shall be settled and resolved by the Land Owners at their own cost and risk and the possession of the Said Land to the Developer shall not be disturbed by the LAND OWNERS. That the possession shall remain subject to the terms, conditions of the present agreement.

### 5. EXPENSES FOR DEVELOPMENT OF THE SAID LAND

- (a) That all the approvals/ CLU/ License for residential/ commercial, sanctioning of the zoning plan/ site plan and completion thereof shall be the sole responsibility of the Developer and all the expenses shall be borne by the Developer itself. The project shall be

For YASHVI HOMES PVT. LTD.

Authorised Signatory

LTI Karan Singh

LTI Amar Singh

Man Singh

Signature

Signature  
AT  
(21/5/22)

commenced only after the legal and valid sanctions are obtained from the competent authorities.

(b) That the developer shall be liable to pay the external development charges, internal development charges and all other charges, dues etc. imposed by the state or any of its departments in present or in future, the entire project including the share of the land owners. The developer shall also be liable to pay all the above mentioned charges qua the share of the land owners and at no point of time, the land owners will be liable to pay the said charges or shall the said charges be recoverable from the land owners by the developer. That in case any penalty is imposed by the state or any of its department on account of non-payment of the above mentioned charges, qua the Said Land or the allotted share of the land owners then in such an eventuality the developer shall be liable for the same and shall also keep the land owners indemnified in this regard. However in case, the land owners alienate/sell/transfer the area under their allocation or any part of it, then the developer shall be entitled and shall be well within its rights to claim, obtain and recover the EDC/IDC, club membership, parking and all other such charges from the purchasers, nominees, transferees of the area falling under the share of the land owners. The land owners shall have no objection to this effect. The above entitlement of the developer is subject to exception that the area retained by the land owners themselves or their nominees who are within direct blood relations (as mentioned in Class I of the heirs detailed in Hindu Succession Act), shall not be liable to pay any amount of EDC/IDC or enhancement thereof etc.

(c) That all expenses on development, construction and provisioning of infrastructure facilities and services in relation to development of the **SAID LAND** shall be borne by the DEVELOPER.

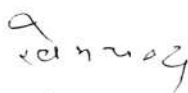
## 6. LAND OWNERS SHARE AND AREA ALLOCATION

(a) That after development of the Said Land by the Developer at its own cost and expense, the LAND OWNERS will be entitled to a total residential plotted area equivalent to 90 Kanal

For YASHVI HOMES PVT. LTD.

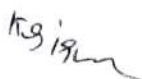
  
Authorised Signatory

LTI Karan Singh

  
Man Singh

  
RIT

(RIT) (Sd/-)

  
LTI Amar Singh



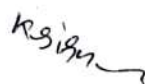
**19 Marla.** including EWS component of the colony for every acre of Said Land. That the allocation of the land owners shall be made from the Said Land only. That this area, hereinafter referred to the owners' allocation refers to only actual plotted area and expressly excludes common areas, area utilized for infrastructure etc.

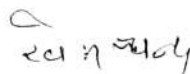
- (b) That the developer shall be entitled to utilize the Said Land in part for a plotted colony and in part for a commercial project (of any kind). That the plotted colony so developed over the Said Land or any part of it, shall also include a commercial component, such markets, shops, malls etc. That the land owners have expressly requested that they shall be taking their share only in the forms of plots in the plotted colony, which request has been acceded by the developer. That the developer shall be entitled to entire area of the commercial component of the plotted colony and also to the entire commercial project, if separately developed on part of the Said Land. That the land owners agree not claim or seek any share in the commercial component of the plotted colony or in the commercial project in future. That from the above Said Land the developer is entitled to obtain the license for commercial project and also for residential project, however it is agreed between the parties that owners shall be entitled to its share out of the residential project only i.e. to say that whether the Developer utilizes the land for any purpose the owner shall be entitled of their respective share in the residential plotted colony.
- (c) That in case it is requisite or the developer deems it necessary, the land owners shall execute a separate or additional or supplementary collaboration agreement or MOU, for the part of Said Land being utilized for a commercial project.
- (d) In case Said Land or any part of it is not utilized by the developer for the development or any part of the Said Land is excluded from the license or the any part of the Said Land is acquired, then in such aforesaid eventualities the area to be allotted to the land owners shall not be proportionately diminished or deducted. The land owners, despite of occurring of aforesaid eventualities, shall remain entitled to **1200 Squire Yards** of plotted area per acre of Said Land. In case of occurrence of aforesaid eventualities, the developer shall remain

For YASHVI HOMES PVT. LTD.

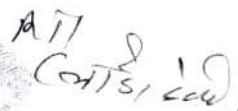
  
Authorized Signatory

LTI Karan Singh

  
LTI Amar Singh

  
Man Singh

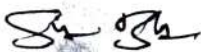
  
Dharmendra

  
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entitled to the un-utilized part of the Said Land or compensation of the acquired land or title of the un-licensed part of the Said Land as the case may be.

- (e) That the allocation of the land owners share shall be chosen by the conjoint and mutual consent and understanding of the land owners and the developer.
- (f) The inter-se division of the plotted area allocated to the Land Owners in proportion to their respective shares in the Said Land shall be the mutual responsibility of the Land Owners themselves. The land owners shall submit the inter se division of their allocation to the developer and the developer shall issue allotment letters and plot buyers agreement of specific plots to the respective land owners as per their inter se division. In case the land owners fail to submit their inter-se division, then the developer may issue allotment letters and settle the allocation of the land owners jointly within 45 days of issuance of occupation certificate to the developer.
- (g) That the developed plots of various sizes and locations shall be allotted to the Land Owners in the area developed on the Said Land, in the manner stated above.
- (h) The Developer shall further demarcate the plots of various sizes and locations so identified by the Parties, in the manner stated above, to allocate the share of the Land Owners, within 45 days issuance of occupation certificate to the developer.
- (i) That the developer shall tentatively demarcate and identify the share of the land owners in the draft copy of the lay out plan of the colony. The said identification of the share of the land owners, however would not be final and shall be subject to the sanctioned lay out plan, owing to possibility of changes in the final sanctioned lay out plan. The developer shall further inform the land owners about the sanctioning of the lay out plan along with a copy of the letter(s) and copy of the sanctioned plan, issued by the concerned department. That after demarcation of the share of the land owners share, the developer shall execute allotment letters and plot buyer's agreement of the plots falling within the share of the land owners within 45 days issuance of occupation certificate to the developer.

For YASHVI HOMES PVT. LTD.



Authorized Signatory

LT/

Karan Singh

Man Singh

K. S. Singh



AT/ 2/15/19

LT/ Amar Singh

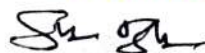


- (j) That the Land Owners shall be at liberty to get the allotment letter and plot buyers agreement of plot(s) issued in their names or the names of their nominee(s) (who are in blood relations in terms of this Collaboration Agreement {class I relations}).
- (k) That the land owners shall not be entitled to proportionate share in the site of the school, hospital if any developed by the developer in the Said Land if saleable as per prevailing policies. That the land owners shall be entitled to a free club membership per plot retained by them, in case the club is developed in the plotted colony.
- (l) That the land owners and their transferees/nominees/alienees, shall be liable to pay the maintenance charges to the maintenance agency which will be undertaking the maintenance of the colony. The developer shall appoint a maintenance agency till the maintenance is taken over by the legal association as per prevailing laws and rules.
- (m) That the developer shall record the transfer of plots made by the land owners, in the records maintained by the developer, for the transfers to attain legality. That one transfer shall be done free of cost.
- (n) That all areas whether residential or commercial or of any other nature, except for the share of the land owners shall be the allocation/share of the developer. The developer shall be entitled to use, sell, utilize, allot etc. the same as per its wishes and requirements.

## 7. AUTHORIZATIONS


That the land owners have executed a special power of attorney in favour of the nominee of the developer including grant of authority and power to make all the applications to and represent the Land Owners before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity, sewerage and water supply Departments, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney also authorizes the Developer to submit all applications and to follow up the same on their behalf with Director General, Town & Country Planning,

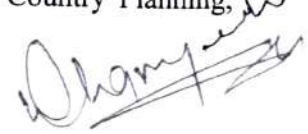
For YASHVI HOMES PVT. LTD.



Authorized Signatory

LTI Karan Singh

  
24/11/2019  
Man Singh



  
K. Singh

RIT (COTS, 10/11/19)

LTI Amar Singh

Haryana, Chandigarh and all other competent authorities as the Developer may be required to submit and follow up for development of the Said Land. That the Developer shall also be entitled to enter upon the Said Land, inspect the same, get the Said Land demarcated and measured and to do all acts, things as required for applying for sanctions/licenses/permissions for the Said Project.

## 8. LAND FREE OF CHARGES AND LIENS

- (a) The Land Owners represent and assure the Developer that the Said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the Said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- (b) The Land Owners represent that all charges, such as land revenue, taxes, cess, etc. with respect to the Said Land and all other dues, such as electricity charges, water charges, etc. relating to the Said Land have been paid up to the date of this Agreement.

## 9. CONSIDERATION

- (a) That the allotment of the land owners' allocation i.e. 1200 Square 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.
- (b) That in case the developer is unable to obtain the license within the period of 24 months from the period specified below, the land owners shall refund the said amount within 24 months of the period stated in Clause 10 of the present Agreement.

## 10. THE TIME FRAME

For YASHVI HOMES PVT. LTD.


  
Authorised Signatory


  
LTI Karan Singh

  
Man Singh

  
LTI Karan Singh

  
LTI Karan Singh

  
RTT (01/5/2019)

  
LTI Amgr Singh



- (a) That the parties hereto agree and acknowledge that the various time periods mentioned herein below for obtaining LOI/License/completion of project are subject to Said Land.
- (b) That the Developer shall be bound to obtain the LOI for the proposed project within 18 months from the date on which Said Land would become eligible for development. In case the developer fails to obtain the LOI within the above mentioned period of 18 months, then the present agreement shall stand cancelled and terminated and amounts shall stand forfeited.
- (c) 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.
- (d) 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.


#### 11. DELAY IN ALLOCATION OF OWNERS SHARE

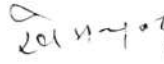
- (a) That any delay, in handing over the fully developed and completed plotted area of owners allocation beyond the period, as agreed herein, shall entail payment of Rs. 50 per Sq. yd. per month of the owners allocation by the Developer for the period of such delay.
- (b) In the event of any delay due to any reasons attributable to the Land Owners, including non- performance of any of their obligations under this Agreement then in that event the said period of delay shall be excluded from the aforesaid periods mentioned for obtaining LOI and completion of project.

#### 12. UNDERTAKINGS OF THE LAND OWNERS

For YASHVI HOMES PVT. LTD.


  
Authorised Signatory

  
LTI Karan Singh

  
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LTI Amar Singh

The Land Owners have assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owners further agree and undertake:-

- (a) That the land owners shall use the plot buyer agreement and the documentations, brochures as being used by and provided by the developer for sale/transfer of the plots falling in the share of the land owners. That during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, lease, pledge or encumber or in any manner deal with the Said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the Said Land in any manner, whatsoever.
- (b) That they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever, subject to the terms and conditions of the present agreement. They shall not cancel the power of attorneys executed or to be executed in favour of the developer. The SPA and GPA shall be irrevocable and any act on the part of the land owners to cancel or revoke the same shall be deemed to be null and void.
- (c) That on the sanctioning of Zoning Plan and Layout Plan, the Developer shall demarcate the area of the land Owner's and issue the Allotment Letters/ issue the Plot Buyer Agreements. The owners shall execute the General Power of Attorney in favour of the Developer or its Nominee in terms of the present Collaboration Agreement, on simultaneously with the execution of this collaboration agreement.]

By this sequence, the owner shall get its entitlement of plotted area, and as the owner is the registered owner of the land, out of which the plots have been carved out and Allotment Letter pertaining to the developed plot is issued by the Developer, as such Owners shall become full-fledged owner as far as the entitlement and ownership is concerned. On the other hand, the Developer on the strength of the present Collaboration Agreement supported by the registered General Power of Attorney and clubbed with the possession of land also becomes legally and lawfully entitled to develop the Said Land and to sell the developed land, plot, commercials in respect of the Developer's Share other than the

For YASHVI HOMES PVT. LTD.

  
Authorized Signatory

LTI Karan Singh

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Man Singh

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LTI Amar Singh



Owners' share. The Developer is entitled to mortgage the Said Land. However the purchasers of the plots falling in the developer's share may take loans to purchase such plots.

(d) To execute an irrevocable general power of attorney, having comprehensive powers relating to the Said Land, on obtaining the License/CLU for the proposed colony, in favour of the nominee of the developer. That the land owners shall not cancel or revoke the said GPA under any circumstances, except where the developer fails to abide by the terms of this agreement. That the following powers not limited to, shall be included in the said GPA:

- i. To represent before any officer, authority, State/Central Government or local body including but not limited to DGTCP, HUDA, Urban Estate Department, Environment and Forest Departments, Mining Department, AAI, Fire Department, Haryana Renewable Energy Development Authority (HAREDA), RERA or any other authority/office of the Government of Haryana, Municipal Council / Local Body under Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963; Haryana Development and Regulation of Urban Areas Act, 1975, the various rules made there under for the various purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, give Bank Guarantees, as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc. engage advocates for the purpose of appearing and pleading, which may be connected and / or concerned with the development of the Said Land in terms of this Agreement, or for any matter incidental thereto.
- ii. To apply for and to get the approval of demarcation plan, zoning plan, building plans, and to carry out any construction, addition, alteration or compounding of irregularities, if any, and for that purpose to deposit the requisite fees, security deposits, bank guarantees, earnest money and such other deposits as are required by the Government Authority (ies) for sanctioning the plans and to receive the plans duly sanctioned from such Authorities.

For YASHVI HOMES PVT. LTD.

Authorised Signatory

LT1 Karan Singh

LT1 Amar Singh

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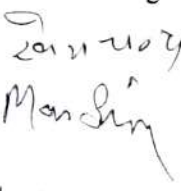
ART (C/S, S/S)

- iii. To apply for and to get the approval of service plan estimates, Occupation Certificate of towers and other buildings, Completion Certificate in respect of the developments on the Said Land and for the said purpose remove all objections there from and do all such acts as may be necessary for the said purposes under its own signatures.
- iv. To apply for and to have all requisite licences and approvals transferred in the name of the Developer after 30 days of offer of possession being made to the land owners qua the plots falling to their share and retained by the land owners.
- v. To book/allot/sell plots and enter into binding contracts by executing agreements to sell/plot buyers agreement and also to transfer the built-up plots by executing conveyance deeds/sale deeds along-with proportionate right in the land underneath and to receive the entire sale consideration in its own name and for its own benefit and shall also issue receipts against receipt of payments / part payments and to transfer the amenities, facilities, community buildings and convenience stores, commercial space etc. in favour of such persons as it may deem fit and receive sale consideration in its name against the sale and also receive other incidental charges as may be more particularly mentioned in the Application form / any other agreements. That all the bookings of plot, Execution of Plot Buyer Agreement and all other transaction by the Developer shall always remain subject to the performance and completion of the project under this Collaboration Agreement.
- vi. To commence or institute or defend or respond to on behalf of the Land owners before any court in India and/or any governmental authority, directorate, forum, quasi-judicial authority, police authority, tribunal/administrative or departmental authority any notice, summons, suit, writ, injunction, investigation, criminal proceedings or other legal actions or proceedings related to the Said Land.
- vii. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest and lien thereby creating third party right, title and interest over the Said Land and construction thereon including execution of Sale Deed of plots developed built over the Said Land, and present the same for registration before appropriate authority including concerned Registrar of Assurances office and


For YASHVI HOMES PVT. LTD.

  
Authorised Signatory

  
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do all such acts, deeds or things to ensure due execution of the same. The developer however shall not sell/transfer the Said Land prior to making offer of possession of the plots falling to the share of the land owners, so retained by the land owners.

- viii. To execute Plot Buyer Agreements or conveyance Deed with the prospective purchasers or execute Declaration with respect to the building constructed thereon over the Said Land and to receive the payments either in full or in part in its own name and give receipts thereof in its own name, as our attorney may deem fit and proper.

The Land owners hereby declare that all acts, deeds and things executed or performed under or by virtue of the above presents by the Developer as attorney, shall be binding on them and ratified as requested by the Developer.

The Land owners hereby represents and undertakes that all the acts, deeds and things executed or performed pursuant to the Collaboration Agreement and / or this Agreement or any document in pursuance thereof shall be fully binding on them and be duly ratified, wherever necessary, on being demanded by the Developer, without any objection whatsoever.

### 13. UNDERTAKINGS OF THE DEVELOPER

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

- (a) to file applications, declarations, etc. in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/state Government and other authorities under the relevant laws for development of the Said Land.
- (b) To identify and demarcate the Land Owners share as stipulated in clauses above.

For YASHVI HOMES PVT. LTD.

Authorised Signatory

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Karan Singh

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- (c) To engage, at its own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- (d) To be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the Said Land in terms of this Agreement.
- (e) Not to take any loan upon the Said Land or to mortgage the Said Land

#### 14. MISCELLANEOUS

- (a) That in case any charge or deficiency is found in the title of the Said Land, the Land Owners undertake to get the Said Land released from such charge and /or remove the deficiency within a reasonable period.
- (b) The Developer shall have the right to integrate additional land with the Said Land of the Land Owners, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owners agree not to raise any objections or interfere in this. That the developer shall not out rightly sell/alienate/assign the entire project to any other person/company.
- (c) The Developer shall have the absolute right and authority, to sell, transfer, assign, deal in any manner with the plotted area which comes to the share of the Developer in terms of the present Collaboration Agreement and also to receive advance, earnest money, sale consideration and /or all other payments, as the case may be, as provided herein, in respect of the Developer's share.
- (d) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owners and Developer, save and except what is specifically provided for under the terms of the present Agreement.

For YASHVI HOMES PVT. LTD.

Authorised Signatory

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LT Amar Singh



- (e) This agreement is irrevocable save and except in the circumstances specifically provided herein.
- (f) That the developer shall be entitled to name the project and to market, advertise the project as well and the land owners shall have no role in the same.

## 15. REGISTRATION & ADDITIONAL CLEARANCES

- (a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.
- (b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owners and the Developer under the present Agreement.

## 16. COMPLETE UNDERSTANDING

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement.(express or implied) between the Parties in relation to the Said Land.

## 17. JURISDICTION

- (a) All the disputes, differences and /or claims, arising out of the present Agreement, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment for the time being in force. The place of arbitration has been mutually decided to be situated at Gurugram, Haryana.

For YASHVI HOMES PVT. LTD.

Authorised Signatory

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(01/01/2008)

LT1 Amar Singh

- (b) Subject to the Arbitration Clause mentioned above, this Agreement shall be governed and construed in accordance with the substantive laws of India and the parties hereto submit to the exclusive jurisdiction of the Courts, situated at Gurugram, Haryana.
- (c) That the present Agreement will remain irrevocable & binding upon both the Parties, their respective heirs & successor.

## 18. FORCE MAJEURE

Non-performance by either of the parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given to the other party.


FORCE MAJEURE shall mean any event beyond the reasonable control of a Party, its contractors and subcontractors including but not limited to war, civil war, armed conflict, (whether, in all cases declared or undeclared and including the serious threat of same), invasion and acts of foreign enemies, riots, sabotage, blockades and embargoes, civil unrest, commotion or rebellion, any act or credible threat of terrorism, any act of God, lightning, earthquake, flood, storm, nuclear, chemical or biological contamination or explosion, plague, epidemic, theft, malicious damage, strikes, lock-outs or other industrial action of general application, any act of any Authority (including refusal or revocation of a license or consent), lockdown due to pandemic compliance with any law or governmental order, rule, regulation or direction, shortage of components, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, break-down of transport, telecommunication or electric current.

## 19. NO TERMINATION

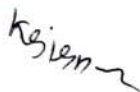
For YASHVI HOMES PVT. LTD.



Authorised Signatory


  
LTI Karan Singh

  
Man Singh

  
LTI Amar Singh



  
LTI Amar Singh

  
LTI Amar Singh



This Agreement cannot be terminated by any party under any circumstances unless there is breach of any terms and conditions of this agreement.

## 20. INDEMNIFICATION

Each of the parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement. The Land Owners and the Developer shall, mutually indemnify and keep the other indemnified from and against any liability on account of income-tax, wealth tax or other tax liability and/or purchase consideration for the Said Land and development/construction cost.

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

DEVELOPER  
For YASHVI HOMES PVT. LTD.  
M/s Yashvi Homes Pvt. Ltd.

Authorised Signatory

LAND OWNERS' SIGNATURE

LT1 Amar Singh LT1 Karan Singh

### WITNESSES:

(1).

रोहतास सिंह नम्बरदार  
फरुखनगर, गुरुग्राम  
आधार-873570609959

For YASHVI HOMES PVT. LTD.

Authorised Signatory

Authorised Signatory

(2).

Man Sin

Cham Singh

Authorised Signatory