

Indian-Non Judicial Stamp  
Haryana Government

Date: 27/11/2022

Certificate No. E0272022K55

GRN No. 96636630

Stamp Duty Paid : ₹ 767250

Penalty : ₹ 0

Seller / First Party Detail

Name: Subhash chowdhry

H.No/Floor: 473

Sector/Ward: X

LandMark: Chirag delhi

City/Village: Malviya nagar

District: South delhi

State: Delhi

Phone: 99\*\*\*\*\*76

Buyer / Second Party Detail

Name: Marina real estate builders Up

H.No/Floor: 2

Sector/Ward: 3

LandMark: Purani chungli

City/Village: Old faridabad

District: Faridabad

State: Haryana

Phone: 99\*\*\*\*\*76

Purpose: COLLABORATION AGGREEMENT



COLLABORATION AGREEMENT

This Collaboration Agreement ("Collaboration Agreement") is executed at Faridabad on this 29<sup>th</sup> day of November, 2022

BY AND BETWEEN

1. Subhash Chowdhry S/o Sh. Hemraj (Adhaar No. 3738 4460 8567) (Pan no. AALPC8760C) R/o House No.473, Village Chirag Delhi, Malviya Nagar S.O, South Delhi-110017, which expression shall unless repugnant to the subject or context mean and include its successors, administrators and assigns of the First Part;

*Subhash Chowdhry*

AND

M/s Marina Real Estate Builders LLP, having its registered office at 2/3, Purani Chungi, Old Faridabad, Haryana-121003 (hereinafter referred to as "Developer") through its duly authorized Shri Bhupender Choudhary S/o Shri. Subhash Vir Resident of 2/3, Purani Chungi, Old Faridabad (unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the **Second Part**.

The Owners and the Developer are hereinafter individually referred to as the "Party" and jointly as the "Parties".

WHEREAS the Owner have represented to the Developer that they are the absolute and exclusive owners in title as well as in possession of the land admeasuring 17 Kanal- 01 Marla situated at Sector-84, Village Kheri Kalan, Tehsil and District Faridabad, Haryana, which hereinafter is referred as the, "Said Land."

AND WHEREAS the details of the said Land as per the Jamabandi of the years 2019-2020, are as under:

SR.NO.	Owner name.	Share	Mustil /Rect.No.	Kila No.	Area (K-M)	Acre
1.	Subhash Chowdhry	Full share	29	24/2	3-15	2.13125 Acre (17K-1M)
			41	4/1/2	2-0	
				4/2/2	2-0	
				7/2	3-0	
				12/2	0-1	
				13/3	0-11	
				14/1/2	3-15	
				14/2	0-11	
				19/1/1	0-8	
				26	1-0	
				Total	Kitta-10	
			<b>Grand Total</b>		<b>17 K- 1 M</b>	<b>2.13125 Acre</b>

Total 17 kanal-01 Marla OR 2.13125 Acs.

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AND WHEREAS the Owners have represented that they have peaceful vacant physical possession of the said Land and possess absolute right, title and interest on the said Land. The said Land is free from all claim(s), charge(s), lien(s), adjustment(s), dispute(s), liability (ies), litigation(s), loan(s), mortgage(s), lease(s), arrangement(s)/ MOU(s) with any third party, or any other encumbrance of whatsoever nature. The Owners have categorically represented that to the best of their knowledge, the said Land has not been notified under the Land Acquisition Act, 1894, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or any other enactment or similar encumbrance of whatsoever nature. Further the said Land is free from all encroachment and is capable in all respect for development of township project in the said Land.

AND WHEREAS the Owners contemplate to develop the said Land by setting up a Township under Deen Dayal Jan Awas Yojna Policy, 2016 or any other policy, scheme or notification by the Competent Authorities (hereinafter referred as 'Policy') after obtaining the requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.

AND WHEREAS the Owners approached to the Developer who is already engaged in the development, construction and marketing and selling of Residential Plotted/Group Housing/Commercial projects and the Owners have knowledge that the Developer is in a position to obtain necessary permissions for change of land use, licenses etc. under Deen Dayal Jan Awas Yojna Policy, 2016 / or any other scheme as desired by the Developer and is competent to collaborate with the Owners for development of said Land.

AND WHEREAS the Owners have further represented that in lieu of the Owners contributing said Land for the development of the project under Deen Dayal Jan Awas Yojna Policy, 2016 / or any other scheme as desired by the Developer, Owners shall be getting the Owners' Share (as defined below).

AND WHEREAS the Developer believing the aforesaid representations of the Owners to be true and also acknowledging the belief of the Owners about it as stated herein above, has agreed to undertake the execution, construction, completion, marketing and selling of the project, whether built-up, commercial, recreational, residential or otherwise, under Deen Dayal Jan Awas Yojna Policy, 2016 or any other scheme, policy or notification on the said Land after obtaining the requisite permissions, sanctions, approvals and license for change of land use (hereinafter referred to as the "said Project/ Complex").

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AND WHEREAS the Parties are coming together to record the mutually agreed and clearly defined roles and responsibilities to develop the said Land in terms of this Agreement and on the conditions set out hereunder.

NOW, THEREFORE, THESE PRESENTS WITNESSETH and it is hereby agreed, declared and covenanted and recorded by and between the Parties as under:

1. **DEFINITIONS:**

Words and expressions used in the agreement form and schedules shall convey the full sense, unless a contrary intention appears from the context.

- a. **Acre** means an area of 4,840 sq yards = 8 Kanal of land.
- b. **Agreement** means this Collaboration Agreement duly executed and registered between the Parties.
- c. **Approvals** mean any and all approvals, sanctions, consents, licenses, no objection certificates and permits required for the construction, development and implementation of the said Project in accordance with Applicable Laws.
- d. **Applicable Laws** mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.
- e. **Authority** means the relevant and concerned governing body or any department thereof, any semi-government or judicial or quasi-judicial person in the state of Haryana or Central Govt. or any person (whether autonomous or not) who are charged with the administration of any law applicable to the said Land or said Project.
- f. **Buyer(s)** shall mean the Persons who intend to purchase, or as the case may be, who purchase the Units in the said Project.
- g. **Bank Account Operation Mechanism** means mechanism of operation of bank account by and between the Party(ies).

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- h. **Common area** means land to be utilized for creation and formation of statutory or non-statutory public utility areas within the said Project like roads, parks etc. more fully defined under Real Estate Development and Regulation Act, 2016. (RERA)
- i. **Completion** means the date of completion of all the work of construction and development of the said Project in accordance with the Approvals and Sanctioned Plans and evidenced by the Completion Certificate.
- j. **Completion Period** means period of 36 months from the date of obtaining RERA Certificate for the Project subject to force majeure conditions as mentioned in RERA.
- k. **Development Rights** means all rights, interest and entitlements of the Developer with respect to the implementation, designing, development and construction of the Project, the right to sell the saleable areas in the Project and shall include without any limitation, right, authority and license to:
- (i) to enter the Project Land with full, free, unhindered, unrestricted and unobstructed rights and liberty of way and passage and other rights in relation thereto including the right of ingress and egress, the right of way;
  - (ii) to enjoy unrestricted, vacant and peaceful access to and occupation of the Project Land for undertaking, implementing and developing the Project and to enjoy all benefits there from permitted by this Agreement;
  - (iii) to implement, design, construct and develop the Project on the Project Land and carry out all other necessary and ancillary activities in relation thereto;
  - (iv) to develop the Project Land for the purposes of the Project, including construction of buildings, structures and other constructions, in terms of the plans as approved by the concerned statutory authorities for the Project based on the maximum possible FAR warranted (including the maximum permissible FAR and along with all internal and external services, amenities, facilities, fittings, fixtures, including but not limited to areas available for common enjoyment, and development of Project Land including construction or development of roads, landscaping, water supply, street lighting, drainage, sewerage and other conveniences, development of internal and peripheral areas and infrastructural facilities for the Project;
  - (v) to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development, landscaping thereof.

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- (vi) to exclusively assign marketing and branding of the Project (except sale price policy) without interruption or interference from the Owners or any Third Party;
- (vii) to appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to Applicable Law;
- (viii) permit home loans/housing finance to its customers and to mark a lien to respective housing finance companies, Banks, Non-Banking Finance Companies & Financial Institutions etc. on the units for which the loan has been granted;
- (ix) sell/ lease/ license/ transfer of the saleable area developed and constructed on the Project Land;
- (x) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipment of suitable capacity for the Project including the Common Areas and community facilities;
- (xi) to manage the Project Land and facilities constructed upon the Project Land during the implementation of the Project/ Phase;
- (xii) to enjoy all rights, privileges and benefits to sell, generate, receive use and appropriate all revenue generated in relation to the saleable area in the Project;
- (xiii) to undertake such other activities as may be required for the development of the Project in the Project Land, as may be mutually agreed in writing by the Parties.

l. **Developed Area** means the total developed and/or constructed areas and/or structures within the said Project, including without limitation, the Common Areas, common amenities and facilities, terrace areas, garden areas, boundary wall, water tanks to be put up as part of the said Project based on the Sanctioned Plan

m. **Developer's Share** means area left after owners share.

n. **DTCP** means the Directorate of Town and Country Planning, Government of Haryana.

o. **Effective Date** means the date of execution of this Agreement.

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- p. **Encumbrance** means any mortgage, right of way, pledge, equitable interest, assignment by way of security or otherwise, conditional sales contract, hypothecation, right of other Persons, leases, claims, security interest, defect in title, title retention agreement, interest, option, lien, charge, loan, sales, dispute, litigation, easement, encroachment or other condition, restriction or limitation of any nature, whatsoever,
- q. including any restriction on use, or exercise of any other attribute of ownership, right of set-off, negative covenant or condition which has the effect of constituting a charge or security interest or a negative lien which could affect the construction and development said Project.
- r. **FAR** shall mean floor area ratio.
- s. **Force Majeure** means all acts of God including earthquake, flood, landslide, storm, hurricane, cyclone, acts of terrorism, strikes/ labour disruptions; war; hostilities (whether declared or not), invasion, rebellion, riots, conflict or military actions, ionizing radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion; National emergency proclaimed by the President of India, which results in such acts of the government having a material impact on the performance of the obligations of the Developer under this Agreement; any notice, order, rule, notification of any government or other public, judicial or competent authority or court or change in law which affects the said Project; Non-availability of construction materials to achieve Completion of the said Project due to which not only the Developer but the entire real estate industry is affected.
- t. **FSI** shall mean floor space index.
- u. **Gross Proceeds** means and includes the consideration received from the following:
- a) all amounts collected from the Buyers from time to time including the following:
- (i) revenue from sale of Units
  - (ii) deposits and amounts collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
  - (iii) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time;
  - (iv) deposits and amounts collected from the Buyers towards electricity meter charges/ power back up charges, etc.

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- (v) amounts collected towards water connection charges and sewerage connection charges, storm water connection charges, if any;
- (vi) amounts collected towards maintenance charges, if any;
- (vii) deposits and amounts collected from the Customers towards maintenance and repairs of common areas and facilities;
- (viii) stamp duty, registration fees and any other taxes/ levies collected from the Customers;

b) and all or any other revenues/ income and benefits that may accrue and be generated from the said Project.

v. **HSVP** means the Haryana Shehri Vikas Pradhikaran.

w. **Licenses** means licenses, approvals and permits issued by the DTCP or any other governmental/ statutory for construction and development of the said Project.

x. **Miscellaneous Funds Account** means the account operated and maintained by the Developer in which costs/ deposits/ amounts pertaining to the following shall be deposited:

- a) deposits and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
- b) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;
- c) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any
- d) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;
- e) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units;

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- f) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;
- g) stamp duty, registration fees and any other taxes/levies separately collected from the Buyers for their units;

All deposits and collections with respect to EDC, IDC, GST & all Govt. dues shall be deposited with the concern authorities on monthly basis or within permissible time and shall kept deposited in Miscellaneous Fund Account till its payment to concerned authority. Any surplus left unutilized in this account, after Completion shall be divided between the Developer & Owners in their respective ratio

y. **Net Sale Proceeds** means and includes the Gross Proceeds excluding following Pass-Through Charges:

- a) deposits and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
- b) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;
- c) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any;
- d) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;
- e) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units;
- f) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;
- g) stamp duty, registration fees and any other taxes/levies separately collected from the Buyers for their units;

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- z. **Notice** means any notice, request, demand or other communication required or permitted to be given pursuant to this Agreement.
- aa. **Owners** mean the land-owning persons whose names have been listed above in the 'Name Clause' of this Agreement.
- bb. **Owners' Share** means 2700 sq. yd. developed area.
- cc. **Pass Through Charges** shall mean and include the followings:
- a) deposits and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
  - b) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;
  - c) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any
  - d) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;
  - e) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units;
  - f) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;
  - g) stamp duty, registration fees and any other taxes/levies separately collected from the Buyers for their units;
- dd. **Policy** means the Deen Dayal Jan Awas Yojna Policy, 2016 or any other policy, scheme or notification by the Competent Authorities or any other policy issued by the State Government of Haryana.

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- cc. **Project Land/ said Land** means the plot of land as defined in recital.
- ff. **Project Architect** means a reputed and experienced firm of architects to be decided and appointed by the Developer at sole option/ discretion of Developer as lead architects to the said Project, who shall be responsible, among others, for the certification of the completion of the construction of the said Project.
- gg. **Project Collection Account** means the account to be opened, operated and maintained with the Bank jointly by the Developer and Owners, in which Gross Proceeds are collected and deposited.
- hh. **Project Configuration** shall be carving of plots of various sizes for residential/ commercial purposes and construction of floors, villas with all amenities and infrastructure etc. as per the approved/ sanctioned drawings.
- ii. **RERA** means the Real Estate (Regulation and Development) Act, 2016 read with applicable Rules framed thereunder.
- jj. **Said Project/ said Complex** means the construction and development of the said Land/plots for establishing plotted housing townships/ built-up floors in accordance with the approvals, sanctions & permissions from the competent authorities including for residential, commercial & other approved purposes.
- kk. **Saleable Area** means area of the said Project available for sale to the Customers.
- ll. **Sanctioned Plan** means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, that the Developer obtains from the Authority in relation to the said Project.
- mm. **Unit(s)** means the residential/commercial Built-up floors, plots etc. in the plotted housing township, retail space in the said Project to be constructed, or any other saleable space, if any, on the said Land.

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

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2. **BASIC AGREEMENT:**

Developer shall construct and develop a residential/commercial/ plotted complex (said Complex) on the said Land under Deen Dayal Jan Awas Yojna Affordable Plotted Housing Policy 2016 or such other policy as it may deem fit as per the bye-laws and permissions of the competent authorities at its own cost and expenses and with its own resources after procuring/obtaining the requisite Licenses, permissions, sanctions and approvals under the policy or notification from the Authorities. The Developer undertakes to pay all Owners' Share amount to the Owners from time to time strictly as agreed in this agreement and upon Developer's undertaking, the Owners agrees and undertakes to place at the complete disposal of the Developer, the said Land and to irrevocably vest in the Developer all the authority of the Owners as may be necessary to be exercised by the Developer in its absolute discretion for obtaining the requisite Licenses, permissions, sanctions and approvals for development, construction, Completion, marketing and sale of the said Project thereon. The Developer shall be entitled to carry out the development/construction on the said Project either on its own or through contractors/sub-contractors or other agencies. Each Party shall keep the other Party fully indemnified against all damages, losses and interests that may be payable or levied on the non-defaulting Party on account of breach of any of the terms as agreed herein.

2. **POSSESSION:**

That the Owners have delivered and handed over the notional possession of the said Land to the Developer on execution of this Agreement for the purpose of measurement and all other activities for applying the license and development planning, construction of site office thereon. Further it is agreed that this notional possession will be automatically deemed to be delivered and handed over as actual, physical, vacant, possession on the said land to the Developer upon receipt of Letter of Intent (LOI) from the Competent Authority.

3. **LAY OUTS/BUILDING PLANS:**

The lay outs and the building plans of the said Complex shall be prepared or caused to be prepared exclusively by the Developer. The Owners shall not interfere in this regard. The Developer, at the earliest, shall proceed to have suitable design, layout by placing maximum plotted area and / or plans prepared in respect of said Land and to get the same approved / sanctioned from the sanctioning authority(s). That the Developer shall have the complete rights on designing the said Project and allocation/dedication of area for particular residential or other land use as permitted by Authorities. For this purpose, the Developer undertakes to engage and employ reputed Project Architect(s) at its own cost, expenses and responsibilities. The Developer shall, for and on behalf of and in the name of the Owner, shall apply to DTCP and/ or

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such other Authorities as may be concerned with the matter for obtaining the requisite Licenses for the development and construction of the said Project on the said Land in accordance with the applicable Sanctioned Plans. However, the Developer shall be entitled to make such variations in the design of the plans as may be required or considered by the Developer desirable or necessary for optimum utilizations of the said Land and in the interest of the said Project and the Owners agree and undertake not to object to any such variations or alterations to the designs and plans of the said Project.

**4. EXISTING STRUCTURE:**

The Owners shall cause and the Developer shall be entitled to demolish the existing structure or existing building or any portion thereof, if any, in order to carry out the construction and development of said Complex at the said Land as per approved building plans.

**5. SUPERVISION OF DEVELOPMENT:**

The Developer shall be entitled to commence and complete the construction of the said Complex without any interference of the Owners as per the terms and conditions of this Collaboration Agreement and the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and rules made thereunder. The Owners may inspect the progress of the construction and development activities at the said Land and may give their suggestions, which the Developer in its discretion may follow. However, the Owners shall not either interfere or obstruct the Developer's activities under any circumstance whatsoever.

**6. A. OWNERS' SHARE IN LIEU OF CONSIDERATION OF SAID LAND**

- a) In consideration for and in lieu of contributing the said Land towards the development of the said Project and for transfer of Development Rights in favour of the Developer in the said Land, the Owners shall be entitled for Owners' Shares that is developed residential plotted area to the tune of 2700 sqyd. of the area. The Owner's Share shall be allotted to the Owner and registered in their name upon completion of development.

**B. DEVELOPER'S SHARE**

In consideration for and in lieu of taking approvals, developing and marketing the said Project and selling of Units in the said Project, the Developers shall be entitled to the remaining plotted area and owner share 2700 Sqyd. will be transferred after development of the area.

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**7. BANK ACCOUNTS:**

- a) The Developer shall be fully entitled to open bank accounts such as "Project Collection Account", "RERA Designated Account" and "Project Expenses Account" and such other bank accounts, as may be required from time to time, in its own name and to carry out the transactions under the signatures of its representatives with respect to the said Complex without any interference or objection from the Owners.

**8. REPRESENTATION BEFORE GOVT. DEPARTMENTS & THIRD PARTIES:**

- a) The Developer shall be entitled to make representation before the Government Departments and Third parties with respect to the said Land or any building/structure constructed thereon or any portion thereof. The Developer shall be entitled to do all things and acts with respect to the said Land, which the Owners can or may do. The Developer shall be entitled to apply and obtain electricity, water and sanitary connections for the said Land or any part thereof. The Developer shall be entitled to apply and obtain necessary licenses, permissions, approvals including approval for change of land use, building plans, etc. from the concerned department/authority at its own expenses. All the expenses with regard to the acts of the Developer (as mentioned in this clause) shall be borne by itself, the Developer shall be entitled to all the refunds (if any) thereof.
- b) The Developer may enter into any contract with the third parties regarding the said Land or any structure thereon or any part thereof for the purposes of construction, development, marketing and selling of the said Complex or any part thereof.
- c) The Developer shall be responsible for necessary compliances of all the terms and conditions of the License and the provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the Said Project or relieve of the responsibilities by DTCP, Haryana, whichever is earlier.
- d) The Collaboration Agreement shall be irrevocable and no modifications/alterations etc. in the terms and conditions of the Collaboration Agreement shall be undertaken except after obtaining the prior approval of DTCP, Haryana.

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9. **INVESTMENTS FOR CONSTRUCTION AND DEVELOPMENT:**

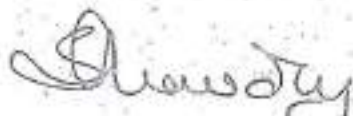
Developer shall invest all the funds required for the construction, development, marketing and selling of the said Complex at the said Land. In other words, Owners have invested their said Land and the Developer shall invest its resources for the construction and development of the said Complex.

10. **RIGHT TO SELL AND MARKET THE SAID COMPLEX**

- a) Developer shall have rights for its share to sell/alienate/transfer/market the said Complex under any policy, scheme or notification at its own cost and expenses and with its own resources either as a whole or in parts either before or after the completion of the said Complex.
- b) All the sale considerations, lease rents, license fees and other revenues from the sale/alienation/transfer/marketing of the said Complex of developers share shall be received and dealt by the Developer exclusively.
- c) The selling price for the plots, flats, shops and/or units in the said Complex shall be decided by the Developer.
- d) For the purposes of marketing the said Complex, the Developer may advertise the same in such manner and through such media, which it may think fit and proper as per applicable laws and in consonance with RERA.
- e) All expenses for obtaining approvals, change of land use, Licenses, IDW, permissions or sanctions and other charges from the concerned authorities in relation to the said Complex shall be borne and paid by the Developer and the Owners shall not be liable for the same.
- f) The Developer shall be entitled to carry out the development and construction on the said Complex either on its own or through contractors/sub-contractors or other agencies. Further, the charges and fees of the architects, statutory fees and charges, bank guarantees for EDC/IDC/IDW or any other bank guarantees, scrutiny fees, license fees, conversion charges, electricity and water charges, renewal charges and any other charges payable now or in future to the Government and/or any other Authority and/or any third party in relation to the said Complex shall be paid by the Developer and Owner according to their area sharing respectively.

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- g) The Developer shall have the right to engage and employ architects, consultants, suppliers, vendors and contractors and such other resources as may be required for the development of the said Complex.
- h) The Developer shall be entitled for grant of reasonable extension of time, if the completion of the said Complex is delayed due to Force Majeure conditions, change in the policy or for any other reason beyond the reasonable control of the Developer.
- i) The Developer shall have the right of allocation of area for residential or other land use as permitted under the relevant policy and to finalize the design and layout in respect of said Land and to get the same approved from the Authority(s). The Developer shall be entitled to make such variations in the design of the plans as may be required or considered by the Developer desirable or necessary for optimum utilizations of the said Land and in the interest of the said Complex and the Owners agree and undertake not to object to any such variations or alterations to the designs and plans of the said Complex.
- j) The Parties agree and confirm that the brochures, booking form, agreement to sell, sale deed and other documents to be entered into with the Customers shall be prepared and finalized by the Developer in consonance with RERA. The Owners agree that all the Customer agreements shall be in the form as finalized by the Developer.
- k) The Owners undertake not to disturb, interfere with or interrupt in any manner whatsoever the construction activity carried out or to be carried out by the Developer in the said Land.
- l) The Developer shall be solely responsible and liable for payment to its workers and employees and shall take care of statutory compliance of labor laws, rules and regulations as are in force, from time to time, with respect to the employment of personnel, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during and after the construction shall be settled and cleared by the Developer and no liability on this account shall fall on the Owners.
- m) The Developer shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Developer with various statutory authorities for seeking various approvals etc. for the said Complex. The Owners undertake that within thirty (30) days of the receipt of any such refund referred to herein above, they shall pass on the same to the Developer. Further, in case of non-payment by the Owners, the same shall be adjusted from the Owners' Consideration.





- n) The said Complex shall be exclusively named by the Developer and the same will also be displayed in the advertisements, hoardings, brochures, publishing advertisements in newspaper, magazines etc. Further, Developer will have right to put sign-boards on the said Land or at other places, in any manner as the Developer may deem fit and proper.
- o) Developer shall have right to sign all kind of deed and documents such as Agreement to Sell, Sale Deed, Rectification Deed, Conveyance Deed, Exchange deed, Collaboration agreement, Affidavit, Indemnity, -undertaking etc. and any other documents pertaining to the said land and to do all other acts, deeds and things, which are necessary for completion of the transaction of the Said land:

#### 11. POWER OF ATTORNEY:

Owners shall execute an irrevocable General Power of Attorney in favour of the Developer (or in favour of the representative/nominee of the Developer), inter alia, authorizing the Developer or Developer's representative/nominee to: -

- a) Represent the Owners before various departments/authorities for the purposes of construction, development, marketing and selling of the said Complex.
- b) Apply, pursue and obtain necessary licenses, permissions, approvals including approval of change in land use which may be required for the purposes of construction, development, marketing and selling of the said Complex.
- c) Apply, pursue and obtain sanctions for the lay outs and building plans regarding the said Land and said Complex.
- d) Apply, pursue and obtain electricity, water and sewerage connections at the said Land.
- e) Receive refunds from any department/authority.
- f) Sign and execute any kind of document, deed, contract or other instrument concerning the said Land or any structure/building constructed thereon or any part thereof.
- g) Sign and execute sale deeds, lease deeds, license deeds, transfer deeds, etc. with respect to the said Complex or any building or structure constructed thereon or any part thereof in favour of any person and to get such sale deeds or transfer deeds registered with the concerned department/authority.

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- h) Receive the sale consideration and other amounts from the intending buyers; buyers; intending tenants; tenants; licensees; intending licensees etc.
- i) Mortgage the said Land or any building or structure constructed thereon or any portion thereof for the purposes of raising funds for construction, development, marketing and selling of the said Complex. The Developer shall be obliged to repay the loan amount on or before the completion of the Project. The Owners shall not be responsible for any kind of loan or interest thereon availed by the Developer on the said Land.

12. **THIRD PARTY INTERESTS IN THE SAID LAND:**

The Owners shall not create any third-party rights or interests or charge in the said Land under any circumstances whatsoever. However, it is clarified that the Developer may in its sole discretion may mortgage or otherwise deal with the said Land or any structure constructed thereon or any portion thereof to any financial institution or bank or otherwise in order to raise funds for the purposes of constructing, developing, marketing or selling the said Complex.

13. **OTHER OBLIGATIONS OF THE OWNERS:**

- a) Owners shall keep the said Land free from all encumbrances, charges, claims, litigations, etc.
- b) Owners shall not do anything which may in any way jeopardize or adversely affect any right or interest of the Developer created by and/or under this Collaboration Agreement or which may in any way affect the construction, development, marketing and selling of the said Complex.
- c) Owners shall not disturb or cause to be disturbed, Developer's possession of the said Land, in any manner whatsoever as long as the construction, development, marketing and selling of the said Land is complete in all respect.
- d) Owners shall provide to the Developer copies of all communications received and done with any authority or department or with third party regarding the said Land or any structure constructed thereon or any part thereof.
- e) Owners shall render their full co-operation to the Developer for the construction, development, marketing and selling of the said Complex and for the purposes of transferring the said Complex or any part thereof to the intending buyer(s).

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14. **OTHER OBLIGATIONS OF THE DEVELOPER:**

- a) Developer shall construct and develop the said Complex as per the Government Standards and norms.
- b) All costs including the costs of obtaining necessary approvals and sanctions (excluding the costs of change of land use, if any) shall be borne exclusively by the Developer.
- c) Owners shall not be responsible for any mis-happening with any labour or workmen during the construction and development of said Complex. Respective contractor shall be responsible in this regard. However, the Developer may at its own costs obtain necessary insurance policies with respect to the men and machinery at the site.
- d) Owners shall not be liable to make any payment to any workmen, contractor, labour, vendor, etc. involved during the process of constructing and developing the said Complex.
- e) Developer shall maintain all accounts with respect to marketing and selling of said Complex and the same shall be shown to the Owners on demand.

15. **WARRANTY OF TITLE:**

- a) Owners do hereby represent and confirm that:
  - i) Owners are the absolute owners of the said Land.
  - ii) No person other than the Owners has any charge, interest, claim or right in the said Land or any portion thereof.
  - iii) No litigation or other proceeding concerning the said Land or any portion thereof is pending in any court or before any authority.
  - iv) There are no changes of the said Land or any portion thereof, getting attached in execution of any decree of any court or any order of any competent authority.
- b) Owners do hereby undertake to indemnify and keep the Developer indemnified; and undertake to make the loss caused to the Developer good and compensate the Developer in case the construction, development, marketing and selling of the said Complex is obstructed or hindered due to defect in title of the said Land or due to any act of omission or commission on the part of Owners.

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16. **TIME FRAME:**

- a) The Developer shall make all sincere efforts to complete the construction and development of the said Complex within 36 months from the date of obtaining RERA Certificate for the Project.
- b) This Collaboration Agreement shall be subject to the force majeure and the acts of God viz. floods, fire, or other natural calamities and/or civil commotion, wars, etc. in terms of RERA provisions.

17. **MISCELLANEOUS TERMS:**

- a) It is hereby agreed between the Parties that the original of all sale deeds, approvals, registration, permission, NOCs, license, etc. of said Land/ said Project shall be kept in a joint account locker opened by the Parties within 15 days of receiving of respective documents for the said Project with a scheduled Bank mutually agreed upon, which joint account locker would necessarily require the joint action and signatures of representatives of both Owners and Developer to operate till the conclusion/ termination of this Agreement. It is further agreed between the Parties that if for raising loans and finances the said title deeds are required for the creating mortgage on the said Land & structure thereon by bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial Institution(s) or investor(s) etc., then the said title deeds, approvals, etc. will be handed over to the respective bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial Institution(s) or investor(s), etc. by the Developer and the Owners shall issue NOC and sign, execute necessary documents and assist the Developer in this respect.
- b) It is understood by the Parties that they shall have no right of ownership on the Common Area(s) and the Owners authorize the Developer to maintain the common areas itself or through its nominated maintenance agency initially for a period of three years or as required under Law to hand over the same to the duly constituted Resident Welfare Association or the Authorities as and when required, for which purpose the Owners hereby undertake to execute the necessary documents, as discharge of its statutory liability to HUDA/ Local Bodies/ Authorities, facilitating such transfer either directly or through the Developer as its Attorney.

*[Handwritten Signature]*



- c) It is understood by the Owners that since considerable manpower, planning, expenditure, efforts & expertise would have already been involved before taking up development and construction of the said Project by the Developer and once such activities are undertaken, the Owners or their nominee(s) or legal heirs or successors shall not be entitled to cancel or revoke this Agreement under any circumstances subject to the Developer is complying with all of its obligation under this agreement. In such eventuality, the Developer besides its other rights, as available in law, will be entitled to get this Agreement fulfilled/ enforced through a suit for specific performance or as per law at the sole cost and risk of the Owners.
- d) The Owners undertake not to disturb, interfere with or interrupt in any manner whatsoever the construction activity carried out or to be carried out by the Developer in the said Land and/ or as part of the said Land. The Owners further undertake not to commit any act or omission having the effect of delaying or stopping the construction activity to be undertaken by the Developer in terms of this Agreement. However, the Owners shall have the right to visit the said Project with prior intimation to the Developer to see the development status of the said Project
- e) The Owners shall ensure that they clear all dues outstanding and payable to Authorities on account of municipal taxes, and other such related dues, if any, w.r.t. the said Land on or before the Effective Date and shall be borne by the Developer thereafter.
- f) It is represented by the Owners that the Owners alone are the sole, absolute and legal owner and in possession of the said Land and the said Land is absolutely free from any defect in title or encumbrance of any nature including but not limited to any third party right. In case, in future if there is any direct/indirect breach of and/or any deficiency in adherence to or performance to be made by the Owners and/or any person acting under/ through or on behalf of the Owners of their obligations with respect to the said Land under this Agreement and/or (i) any defect/ claim/ dispute over the title of the said Land which may be raised by any third party during the course of the said Project, including in respect of possession and/or (ii) revocation, cancellation, modification or any other challenge/impediment to the Power of Attorney or subsistence thereof for any reasons other than an act or omission on part of the Developer of the terms of this Agreement; then the Owners alone shall, at their own cost and expense, contest and settle all disputes, claims, demands, suits, complaints, litigation, etc., which may be raised, filed or created with respect to the title of the said Land including all the claims and/or actions instituted by the intending Buyer of the saleable area in the said Project, in a manner that the rights of the

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Developer under this Agreement and the development, construction, marketing and sale of the said Project is not adversely impeded or restricted through-out the said Project life cycle. Further, in case the Developer is dragged in to any litigation by any person on account of defect in title of the said Land, the Owners shall be liable and responsible to indemnify the Developer for all losses, damages, litigations expenses etc. incurred by the Developer in this regard. In the event such defect/dispute is not resolved by the Owners within a period of thirty (30) days from the knowledge of such defect/dispute then, the Developer shall have the unfettered right to cancel/revoke this Agreement to the effect of defected/disputed land parcels of the said Land.

- g) The Owners hereby represent and undertake that upon signing of this agreement, they shall not enter into any further agreement/ arrangement with any other third party w.r.t. said Land and they further undertakes and assures that if any prior agreement/ arrangement has been entered into with any third party with respect to the said Land, then the same shall stand terminated/ automatically stand annulled in all respect.
- h) It is agreed between the Parties that subject to payment of Owners' Share as per terms of this Agreement, the Developer may, if deem fit and proper, transfer, sell and assign its rights and interests as derived by virtue of this Agreement in respect of the said Project along with rights in the Licenses etc. granted by the Authority to develop and construct the said Project on the said Land to any of its Associate/Subsidiary Company with prior written intimation to the Owners for such price and on such terms and conditions as the Developer may deem fit and proper. However, if the said rights in the License are transferred to any third party, the Developer shall obtain written prior approval from the Owners which shall not be unreasonably withheld.
- i) Developer may in its sole discretion may include the said Land for any other project.
- j) Nothing in this Collaboration Agreement May be deemed to constitute partnership between the parties.
- k) The Developer shall be entitled to provide or appoint its agent or representative to provide common facilities including of parking, housekeeping, recreational facilities, etc. at the said Complex. The Developer shall be entitled to charge for such common facilities. All profits and losses arising through or because of such common services shall accrue to the Developer, exclusively.

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- l) The parties shall separately and independently deal with their income tax matters at their respective risks and costs. However, the parties shall co-operate with each other in case need for such cooperation arises.
- m) Owners shall not object to the Developer becoming party to any future litigation or other proceedings concerning the said Land or any portion thereof.
- n) Developer shall indemnify and keep the Owners indemnified for any loss caused to the Owners by Developer's any negligent act of omission or commission (including delay in construction and development of said Complex due to negligence of Developer).
- o) Each party to this Collaboration Agreement undertakes not to do or cause to do or omit to do such deeds, acts and things which amounts to violation of terms & conditions of this Collaboration Agreement, laws of land and/ or may cause the damage to the property.
- p) Both the parties hereto agree and undertake to sign and execute all such further deeds, documents and writings as may be required to give full effect to this Collaboration Agreement.
- q) The Developer shall be entitled to transfer such area of the said Land in favour of the Government for provision of various facilities free of cost as may be mentioned in the License to be received for development of the Project. The Owners shall sign and execute necessary documents in this regard.
- r) The Developer is fully entitled to purchase or to enter into any other collaboration agreement with other landowners of any adjoining land to the said Land and to apply for the license, approvals, sanctions and permissions from the Authorities by clubbing both the lands together as per the planning of the said Complex by the Developer. Further, Developer shall be entitled to divide the said Land into parts and may or may not make the said Land as a part of any adjoining land and apply for the License.
- s) The Owners and the Developer shall be bound to comply with all the terms and conditions of Licenses, RERA and all the Rules, Regulations and Laws as may be applicable on the said Complex for their respective shares.

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- t) The Developer and the Owners shall pay and bear in proportion to their respective share as mentioned hereinabove all taxes, cesses, levies and GST payable for the said Land or on the said Complex from the date of execution of this Collaboration Agreement and if either Party fails to pay their part of the taxes, that Party shall be liable to indemnify the other for all or any recoveries that may be affected by the Govt. Department or Authority. It is further agreed between the Parties that if any input credit regarding GST is available to the Developer, the Developer shall pass on the proportional share of the same to the Land Owner.
- u) The Parties will be entitled to permit the Customers to borrow finance from the Bank towards purchase of plots against the security of their respective plots in the said Land.
- v) The Owners are fully aware and acknowledge, understand and agree that the logo mark and all intellectual property rights with regards to the name of the said Complex is the sole and exclusive property of Developer and Developer has the intellectual property rights thereto. Any use of the logo mark of the Developer by the Owners is expressly prohibited and only Developer is entitled to use the same in any form, manner, for any products and to exploit the same.
- w) The legal heirs/successors of the Owners will have no right to indulge the Developer into any fresh litigation(s) w.r.t. the meaning, object and consideration of this Agreement, as the Owners have executed this Agreement for the benefits of their legal heirs/successors by which the rights of the Developer may be affected.
- x) In the event of the demise of any of the Owners or his/ her assign(s), the Developer agrees that all rights/ liabilities/ obligations of the respective Owners as set out under this Agreement shall be duly observed and complied with by his/ her legal heir(s)/ successor(s).
- y) The Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project, adjacent/adjoining land parcels in the said Project and/or booking and sale of Units in the said Project, adjacent/adjoining land parcels in the said Project.

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17. **ENTIRE AGREEMENT:**

This Collaboration Agreement constitutes the complete agreement and understandings between the parties on the subject matter hereof and supersedes all prior negotiations and/or agreements, either written or oral.

18. **PARTIAL INVALIDITY:**

In the event of any one or more of the sentences or clauses or portions of this Collaboration Agreement are found to be invalid by any court or other competent forum, this Collaboration Agreement will be construed as if the said sentence or clause or portion had not been inserted.

19. **TAXES:**

The Owners shall pay and clear all taxes, levies, charges or any other liability and all liabilities with respect to the said Land upto the date of handing over of the possession of said Land to the Developer. Thereafter all taxes, levies, and all other liabilities including the charges for electricity and water consumed in or with respect to the said Land and/or any structure constructed thereon shall be borne by the Developer upto the date of construction, development and marketing of said Complex.

20. **DISPUTES AND RESOLUTION:**

All disputes between the parties shall be subject to the jurisdiction of Courts at Faridabad only.

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Collaboration Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Faridabad by a sole arbitrator, who shall be appointed by the Developer and whose decision shall be final and binding upon the parties. The Owners hereby confirm that they shall have no objection to this appointment by the Developer. It is understood that no other person or authority shall have the power to appoint the arbitrator.

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21. **RIGHT TO PERFORM COVENANTS OF THE OTHER PARTY:**

If either party fails to perform any act required under this Collaboration Agreement, the other party may elect to do so after giving ten (10) day's notice in writing to the concerned party. However, such a notice is not required, in the event of an emergency. Any such election of performing the duty of other party will not release the other party from its obligations, and the electing party will be entitled to all reimbursements along with interests and costs.

22. **WAIVER:**

Failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Collaboration Agreement, or to exercise any right or remedy, will not constitute a waiver of any breach or default, present or future, except by specific written waiver.

23. **TERMINATION:**

This Collaboration Agreement cannot be terminated by either of the parties to this Collaboration Agreement but the either parties can claim any actual damages/loss from the other party for not performing its obligations under this Collaboration Agreement.

24. **CONFIDENTIAL INFORMATION:**

Either party to this Collaboration Agreement, except the consent of other party in writing, will not, during the term of this Collaboration Agreement or thereafter, communicate, divulge, or use for the benefit of any third party any information concerning the said Complex, except than in the usual course of business.

25. The parties have entered into the said collaboration agreement for developing an affordable plotted colony under the Deen Dayal Jan Awas Yojan 2016 on the said land.

25. The parties have agreed that the collaboration agreement is irrevocable and no modification / retraction etc in terms and conditions can be undertaken without the prior permission of the Directorate of Town & Country Planning, Haryana, Chandigarh.

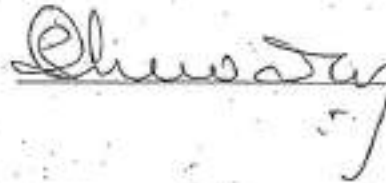
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IN WITNESS WHEREOF the parties have set their hands to this Collaboration Agreement on 29<sup>th</sup> day of November, 2022 in the presence of the witnesses:

For Owners

(i) Subhash Chowdhry S/o Sh. Hemraj



For and on behalf of the Developer  
For MARINA REAL ESTATE BUILDERS LLP

  
BHUPENDER CHOUDHARY  
Authorized Signatory

WITNESSES:

1.

  
Kr. Vinay Rawat  
Advocate  
Distt. & Session Court, FBD.

2.

  
S. K. BATRA  
Advocate  
Distt. & Session Court,  
-12, Faridabad (Hr.)

P.B.T  


Kr. Vinay Rawat  
Advocate  
Distt. & Session Court, FBD.

Reg. No.

Reg. Year

Book No.

8657

2022-2023

1



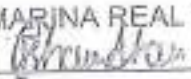
पेशकर्ता

दावेदार

गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- SUBHASH CHOWDHRY 

दावेदार :- MS MARINA REAL ESTATE BUILDERS LLP THRU BHUPENDER CHOUHARY 

गवाह 1 :- VINAY RAWAT 

गवाह 2 :- S K BATRA 

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8657 आज दिनांक 29-11-2022 को बही नं 1 जिल्द नं 10 व पृष्ठ नं 164.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 258 के पृष्ठ संख्या 79 से 81 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 29-11-2022

उप/संयुक्त पंजीयन अधिकारी ( करीबराव )



5/12/22

BY AND BETWEEN

This Collaboration Agreement ("Collaboration Agreement") is executed at Faridabad on this 12<sup>th</sup> Day of September, 2022

dated 11.09.2022, issued by Govt. of Haryana

e-STAMP Rs. 1,91,250/- Certificate No. EOK2022148 GRN No. 94345923

COLLABORATION AGREEMENT



Purpose : COLLABORATION AGREEMENT

Name: Maria real estate builders Lp  
H.No/Floor: 2  
City/Village: Okhanda  
District: Faridabad  
State: Haryana  
Phone: 98.....76

Buyer/Second Party Detail



Name: Siddhant Parag Singh  
H.No/Floor: S04  
City/Village: Faridabad  
District: Faridabad  
State: Haryana  
Phone: 99.....76

Seller/First Party Detail

Certificate No. EOK2022148  
GRN No. 94345923  
Stamp Duty Paid : ₹ 191250  
Penalty : ₹ 0



Date: 11/09/2022

Indian-Non Judicial Stamp  
Haryana Government

6318







5/11

AND WHEREAS the Owners have represented that they have peaceful vacant physical possession of the said Land and possess absolute right, title and interest on the said Land. The said Land is free from all claim(s), charge(s), lien(s), adjustment(s), dispute(s), liability (ies), litigation(s), loan(s), mortgage(s), lease(s), arrangement(s) / MOU(s) with any third party, or any other encumbrance of whatsoever nature. The Owners have categorically represented that to the best of their knowledge, the said Land has not been notified under the Land Acquisition Act, 1894, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or any other enactment or similar encumbrance of whatsoever nature. Further the said Land is free from all encroachment and is capable in all respect for development of township project in the said Land.

AND WHEREAS the Owners contemplate to develop the said Land by setting up a Township under Deen Dayal Jan Awas Yojna Policy, 2016 or any other policy, scheme or notification by the Competent Authorities (hereinafter referred as 'Policy') after obtaining the requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.

AND WHEREAS the Owners approached to the Developer who is already engaged in the development, construction and marketing and selling of Residential Plotted/Group Housing/Commercial projects and the Owners have knowledge that the Developer is in a position to obtain necessary permissions for change of land use, licenses etc. under Deen Dayal Jan Awas Yojna Policy, 2016 / or any other scheme as desired by the Developer and is competent to collaborate with the Owners for development of said Land.

AND WHEREAS the Owners have further represented that in lieu of the Owners contributing said Land for the development of the project under Deen Dayal Jan Awas Yojna Policy, 2016 / or any other scheme as desired by the Developer, Owners shall be getting the Owners' Share (as defined below).

AND WHEREAS the Developer believing the aforesaid representations of the Owners to be true and also acknowledging the belief of the Owners about it as stated herein above, has agreed to undertake the execution, construction, completion, marketing and selling of the project, whether built-up, commercial, recreational, residential or otherwise, under Deen Dayal Jan Awas Yojna Policy, 2016 or any other scheme, policy or notification on the said Land after obtaining the requisite permissions, sanctions, approvals and license for change of land use (hereinafter referred to as the "said Project/Complex").

AND WHEREAS the Parties are coming together to record the mutually agreed and clearly defined roles and responsibilities to develop the said Land in terms of this Agreement and on the conditions set out hereunder.



NOW, THEREFORE, THESE PRESENTS WITNESSETH and it is hereby agreed, declared and covenanted and recorded by and between the Parties as under:

**1. DEFINITIONS:**

Words and expressions used in the agreement form and schedules shall convey the full sense, unless a contrary intention appears from the context.

- a. Acre means an area of 4,840 sq yards = 8 Kanal of land.
- b. Agreement means this Collaboration Agreement duly executed and registered between the Parties.
- c. Approvals mean any and all approvals, sanctions, consents, licenses, no objection certificates and permits required for the construction, development and implementation of the said Project in accordance with Applicable Laws.
- d. Applicable Laws mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.

e. Authority means the relevant and concerned governing body or any department thereof, any semi-government or judicial or quasi-judicial person in the state of Haryana or Central Govt. or any person (whether autonomous or not) who are charged with the administration of any law applicable to the said Land or said Project.

f. Buyer(s) shall mean the Persons who intend to purchase, or as the case may be, who purchase the Units in the said Project.

g. Bank Account Operation Mechanism means mechanism of operation of bank account by and between the Party(ies).

h. Common area means land to be utilized for creation and formation of statutory or non-statutory public utility areas within the said Project like roads, parks etc. more fully defined under Real Estate Development and Regulation Act, 2016. (RERA)

5/11/16

5/2/15

- (i) to enter the Project Land with full, free, unimpeded, unrestricted and unobstructed rights and liberty of way and passage and other rights in relation thereto including the right of ingress and egress, the right of way; to enjoy unrestricted, vacant and peaceful access to and occupation of the Project Land for undertaking, implementing and developing the Project and to enjoy all benefits there from permitted by this Agreement;
- (ii) to implement, design, construct and develop the Project on the Project Land and carry out all other necessary and ancillary activities in relation thereto; to develop the Project Land for the purposes of the Project, including construction of buildings, structures and other constructions, in terms of the plans as approved by the concerned statutory authorities for the Project based on the maximum possible FAR warranted (including the maximum permissible FAR and along with all internal and external services, amenities, facilities, fittings, fixtures, including but not limited to areas available for common enjoyment, and development of Project Land including construction or development of roads, landscaping, water supply, street lighting, drainage, sewerage and other conveniences, development of internal and peripheral areas and infrastructural facilities for the Project;
- (A) to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development, landscaping thereof;
- (vi) to exclusively assign marketing and branding of the Project (except sale price policy) without interruption or interference from the Owners or any Third Party;
- (vii) to appoint contractors and/or sub-contractors and service providers in relation to implementation of the Project, subject to Applicable Law;
- (viii) permit home loans/housing finance to its customers and to mark a lien to respective housing finance companies, Banks, Non-Banking Finance

**k** Development Rights means all rights, interest and covenants of the Developer with respect to the implementation, designing, development and construction of the Project, the right to sell the saleable areas in the Project and shall include without any limitation, right, authority and license to:

**j** Completion Period means period of 36 months from the date of obtaining RERA Certificate for the Project subject to force majeure conditions as mentioned in RERA.

**i** Completion means the date of completion of all the work of construction and development of the said Project in accordance with the Approvals and Sanctioned Plans and evidenced by the Completion Certificate.



5/17

- 8. Force Majeure means all acts of God including earthquake, flood, landslide, storm, hurricane, cyclone, acts of terrorism, strikes/labour disruptions; war, hostilities
- 7. FAIR shall mean floor area ratio.
- 6. development said Project.
- 5. or security interest or a negative lien which could affect the construction and of set-off, negative covenant or condition which has the effect of constituting a charge including any restriction on use, or exercise of any other attribute of ownership, right encroachment or other condition, restriction or limitation of any nature, whatsoever, agreement, interest, option, lien, charge, loan, sales, dispute, litigation, easement, right of other Persons, leases, claims, security interest, defect in title, title retention assignment by way of security or otherwise, conditional sales contract, hypothecation, Encumbrance means any mortgage, right of way, pledge, equitable interest, right of other Persons, leases, claims, security interest, defect in title, title retention agreement, interest, option, lien, charge, loan, sales, dispute, litigation, easement, encroachment or other condition, restriction or limitation of any nature, whatsoever, including any restriction on use, or exercise of any other attribute of ownership, right of set-off, negative covenant or condition which has the effect of constituting a charge or security interest or a negative lien which could affect the construction and development said Project.
- 4. Effective Date means the date of execution of this Agreement.
- 3. Encumbrance means any mortgage, right of way, pledge, equitable interest, assignment by way of security or otherwise, conditional sales contract, hypothecation, right of other Persons, leases, claims, security interest, defect in title, title retention agreement, interest, option, lien, charge, loan, sales, dispute, litigation, easement, encroachment or other condition, restriction or limitation of any nature, whatsoever, including any restriction on use, or exercise of any other attribute of ownership, right of set-off, negative covenant or condition which has the effect of constituting a charge or security interest or a negative lien which could affect the construction and development said Project.
- 2. DTCP means the Directorate of Town and Country Planning, Government of Haryana.
- 1. Developer's Share means area left after owners share.
- Developed Area means the total developed and/or constructed areas and/or structures within the said Project, including without limitation, the Common Areas, common amenities and facilities, terrace areas, garden areas, boundary wall, water tanks to be put up as part of the said Project based on the Sanctioned Plan
- (xiii) to undertake such other activities as may be required for the development of the Project in the Project Land, as may be mutually agreed in writing by the Parties.
- (xii) to enjoy all rights, privileges and benefits to sell, generate, receive use and appropriate all revenue generated in relation to the saleable area in the Project;
- (xi) to manage the Project Land and facilities constructed upon the Project Land during the implementation of the Project/Phase;
- (x) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipment of suitable capacity for the Project including the Common Areas and community facilities;
- (ix) sell/ lease/ license/ transfer of the saleable area developed and constructed on the Project Land;
- Companies & Financial Institutions etc. on the units for which the loan has been granted;

5/2

Licenses means licenses, approvals and permits issued by the DTC or any other Governmental/ statutory for construction and development of the said Project.

HSPV means the Haryana Shari Vikas Pradhikaran.

b) and all or any other revenues/ income and benefits that may accrue and be generated from the said Project.

- (viii) stamp duty, registration fees and any other taxes/ levies collected from the Customers;
- (vii) deposits and amounts collected from the Customers towards maintenance and repairs of common areas and facilities;
- (vi) amounts collected towards maintenance charges, if any;
- (v) connection charges, storm water connection charges, if any;
- (iv) amounts collected towards water connection charges and sewerage charges/ power back up charges, etc.
- (iii) deposits and amounts collected from the Buyers towards electricity meter charges, as may be applicable from time to time;
- (ii) amounts collected from Customers towards outgoing including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time;
- (i) revenue from sale of Units
- (ii) deposits and amounts collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
- (iii) amounts collected from Customers towards outgoing including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time;
- (iv) deposits and amounts collected from the Buyers towards electricity meter charges/ power back up charges, etc.
- (v) amounts collected towards water connection charges and sewerage connection charges, storm water connection charges, if any;
- (vi) amounts collected towards maintenance charges, if any;
- (vii) deposits and amounts collected from the Customers towards maintenance and repairs of common areas and facilities;
- (viii) stamp duty, registration fees and any other taxes/ levies collected from the Customers;

a) all amounts collected from the Buyers from time to time including the following:

Gross Proceeds means and includes the consideration received from the following:

c. FSI shall mean floor space index.

entire real estate industry is affected. (whether declared or not), invasion, rebellion, riots, conflict or military actions, ionising radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion; National emergency proclaimed by the President of India, which results in such acts of the government having a material impact on the performance of the obligations of the Developer under this Agreement; any notice, order, rule, notification or any government or other public, judicial or competent authority or court or change in law which affects the said Project; Non-availability of construction materials to achieve Completion of the said Project due to which not only the Developer but the



x. Miscellaneous Funds Account means the account operated and maintained by the Developer in which costs/ deposits/ amounts pertaining to the following shall be deposited:

a) deposits and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;

b) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;

c) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any;

d) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;

e) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units;

f) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;

g) stamp duty, registration fees and any other taxes/levies separately collected from the Buyers for their units;

All deposits and collections with respect to EDC, IDC, GST & all Govt. dues shall be deposited with the concern authorities on monthly basis or within permissible time and shall kept deposited in Miscellaneous Fund Account till its payment to concerned authority.

y. Net Sale Proceeds means and includes the Gross Proceeds excluding following Pass-Through Charges:

a) deposits and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;

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- b) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;
- c) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any;
- d) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;
- e) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units;
- f) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;
- g) stamp duty, registration fees and any other taxes/levies separately collected from the Buyers for their units;
- 2. Notice means any notice, request, demand or other communication required or permitted to be given pursuant to this Agreement.
- aa. Owners mean the land-owning persons whose names have been listed above in the 'Name Clause' of this Agreement.
- bb. Owners' Share means 876 sq. yds. developed plotted area of the total area.
- cc. Pass Through Charges shall mean and include the followings:
  - a) deposits, and amounts separately demanded & collected from the customers towards EDC & IDC (interest thereon) or any other Development Charges payable to concerned Government Authority;
  - b) amounts collected from Customers towards outgoings including CGST and SGST or any other taxes levied by Authority and any other statutory charges, as may be applicable from time to time regarding the sale of Units in the said Project;



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- c) deposits and amounts collected from the Buyers towards electricity meter charges payable to the authority, against their direct individual electricity meter from the concerned authority, if any;
- d) deposits and amounts collected from the Buyers towards power back up equipment charges, if any;
- e) amounts collected towards maintenance charges, if any from the Buyers on or after offer of possession of their units;
- f) deposits and amounts collected towards maintenance and repairs of common areas and facilities from the Buyers on or after offer of possession of their units;
- g) stamp duty, registration fees and any other taxes/fees separately collected from the Buyers for their units;
- dd. Policy means the Deen Dayal Jan Awas Yojna Policy, 2016 or any other policy, scheme or notification by the Competent Authorities or any other policy issued by the State Government of Haryana.
- ee. Project Land/ said Land means the plot of land as defined in recital.
- ff. Project Architect means a reputed and experienced firm of architects to be decided and appointed by the Developer at sole option/ discretion of Developer as lead architects to the said Project, who shall be responsible, among others, for the certification of the completion of the construction of the said Project.
- gg. Project Collection Account means the account to be opened, operated and maintained with the Bank jointly by the Developer and Owners, in which Gross Proceeds are collected and deposited.
- hh. Project Configuration shall be carving of plots of various sizes for residential/ commercial purposes and construction of floors, villas with all amenities and infrastructure etc. as per the approved/ sanctioned drawings.
- ii. RERA means the Real Estate (Regulation and Development) Act, 2016 read with applicable Rules framed thereunder.
- jj. Said Project/ said Complex means the construction and development of the said Land/plots for establishing plotted housing townships/ built-up floors in accordance

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with the approvals, sanctions & permissions from the competent authorities including for residential, commercial & other approved purposes.

kk. Saleable Area means area of the said Project available for sale to the Customers.

ll. Sanctioned Plan means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, that the Developer obtains from the Authority in relation to the said Project.

mm. Unit(s) means the residential/commercial Built-up floors, plots etc. in the plotted housing township, retail space in the said Project to be constructed, or any other saleable space, if any, on the said Land.

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

2. BASIC AGREEMENT:

Developer shall construct and develop a residential/commercial/ plotted complex (said Complex) on the said Land under Deen Dayal Jan Awas Yojna Affordable Plotted permissions of the competent authorities as it may deem fit as per the bye-laws and resources after procuring/obtaining the requisite Licenses, permissions, sanctions and approvals under the policy or notification from the Authorities. The Developer undertakes to pay all Owners' Share amount to the Owners from time to time strictly as agreed in this agreement and upon Developer's undertaking, the Owners agree and undertakes to place at the complete disposal of the Developer, the said Land and to irrevocably vest in the Developer all the authority of the Owners as may be necessary to be exercised by the Developer in its absolute discretion for obtaining the requisite Licenses, permissions, sanctions and approvals for development, construction, Completion, marketing and sale of the said Project thereon. The Developer shall be entitled to carry out the development/construction on the said Project either on its own or through contractors/sub-contractors or other agencies. Each Party shall keep the other Party fully indemnified against all damages, losses and interests that may be payable or levied on the non-defaulting Party on account of breach of any of the terms as agreed herein.



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The Developer shall be entitled to commence and complete the construction of the said Complex without any interference of the Owners as per the terms and conditions of this Collaboration Agreement and the provisions of Real Estate (Regulation and

5. SUPERVISION OF DEVELOPMENT;

The Owners shall cause and the Developer shall be entitled to demolish the existing structure or existing building or any portion thereof, if any, in order to carry out the construction and development of said Complex at the said Land as per approved building plans.

4. EXISTING STRUCTURE;

The lay outs and the building plans of the said Complex shall be prepared or caused to be prepared exclusively by the Developer. The Owners shall not interfere in this regard. The Developer, at the earliest, shall proceed to have suitable design, layout by placing maximum plotted area and / or plans prepared in respect of said Land and to get the same approved / sanctioned from the sanctioning authority(s). That the Developer shall have the complete rights on designing the said Project and allocation/dedication of area for particular residential or other land use as permitted by Authorities. For this purpose, the Developer undertakes to engage and employ reputed Project Architect(s) at its own cost, expenses and responsibilities. The Developer shall, for and on behalf of and in the name of the Owner, shall apply to DTCR and/ or such other Authorities as may be concerned with the matter for obtaining the requisite Licenses for the development and construction of the said Project on the said Land in accordance with the applicable Sanctioned Plans. However, the Developer shall be entitled to make such variations in the design of the plans as may be required or considered by the Developer desirable or necessary for optimum utilization of the said Land and in the interest of the said Project and the Owners agree and undertake not to object to any such variations or alterations to the designs and plans of the said Project.

3. LAY OUTS/BUILDING PLANS;

That the Owners have delivered and handed over the notional possession of the said Land to the Developer on execution of this Agreement for the purpose of measurement and all other activities for applying the license and development planning, construction of site Office thereon. Further it is agreed that this notional possession will be automatically deemed to be delivered and handed over as actual, physical, vacant, possession on the said land to the Developer upon receipt of Letter of Intent (LOI) from the Competent Authority.

2. POSSESSION;

Development) Act, 2016 ("RERA"), and rules made thereunder. The Owners may inspect the progress of the construction and development activities at the said Land and may give their suggestions, which the Developer in its discretion may follow. However, the Owners shall not either interfere or obstruct the Developer's activities under any circumstance whatsoever.

**6. A. OWNERS' SHARE IN LIEU OF CONSIDERATION OF SAID LAND**

a) In consideration for and in lieu of contributing the said Land towards the development of the said Project and for transfer of Development Rights in favour of the Developer in the said Land, the Owners shall be entitled for Owners' Shares that is residential plotted developed area of 876 Sq. yds. The Owner's Share shall be allotted to the Owner and registered in their name upon completion of development.

**B. DEVELOPER'S SHARE**

In consideration for and in lieu of taking approvals, developing and marketing the said Project and selling of Units in the said Project, the Developers shall be entitled to the remaining plotted area after transferring the owners share.

**7. BANK ACCOUNTS:**

a) The Developer shall be fully entitled to open bank accounts such as "Project Collection Account", "RERA Designated Account" and "Project Expenses Account" and such other bank accounts, as may be required from time to time, in its own name and to carry out the transactions under the signatures of its representatives with respect to the said Complex without any interference or objection from the Owners.

**8. REPRESENTATION BEFORE GOVT. DEPARTMENTS & THIRD PARTIES:**

a) The Developer shall be entitled to make representation before the Government Departments and Third parties with respect to the said Land, which buildings/structure constructed thereon or any portion thereof. The Developer shall be entitled to do all things and acts with respect to the said Land, which the Owners can or may do. The Developer shall be entitled to apply and obtain electricity, water and sanitary connections for the said Land and obtain permits, approvals including approval for change of land use, building plans, etc. from the concerned department/authority at its own expenses. All the expenses with regard to the acts of the Developer (as mentioned in this clause) shall be borne by itself, the Developer shall be entitled to all the refunds (if any) thereof.

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- a) Developer shall have rights for its share to sell/allotment/transfer/market the said Complex under any policy, scheme or notification at its own cost and expenses and with its own resources either as a whole or in parts either before or after the completion of the said Complex.
- b) All the sale considerations, lease rents, license fees and other revenues from the sale/allotment/transfer/marketing of the said Complex of developers share shall be received and dealt by the Developer exclusively.
- c) The selling price for the plots, flats, shops and/or units in the said Complex shall be decided by the Developer.
- d) For the purposes of marketing the said Complex, the Developer may advertise in the same in such manner and through such media, which it may think fit and proper as per applicable laws and in consonance with RERA.
- e) All expenses for obtaining approvals, change of land use, Licenses, IDW, permissions or sanctions and other charges from the concerned authorities in

10. RIGHT TO SELL AND MARKET THE SAID COMPLEX

Developer shall invest all the funds required for the construction, development, marketing and selling of the said Complex at the said Land. In other words, Owners have invested their said Land and the Developer shall invest its resources for the construction and development of the said Complex.

9. INVESTMENTS FOR CONSTRUCTION AND DEVELOPMENT:

- b) The Developer may enter into any contract with the third parties regarding the said Land or any structure thereon or any part thereof for the purposes of construction, development, marketing and selling of the said Complex or any part thereof.
- c) The Developer shall be responsible for necessary compliances of all the terms and conditions of the License and the provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the said Project or relieve of the responsibilities by DTCP, Haryana, whichever is earlier.
- d) The Collaboration Agreement shall be irrevocable and no modifications/alterations etc. in the terms and conditions of the Collaboration Agreement shall be undertaken except after obtaining the prior approval of DTCP, Haryana.

relation to the said Complex shall be borne and paid by the Developer and the Owners shall not be liable for the same.

g) The Developer shall be entitled to carry out the development and construction on the said Complex either on its own or through contractors/sub-contractors or other agencies. Further, the charges and fees of the architects, statutory fees and charges, bank guarantees for EDC/IDC/DW or any other bank guarantees, scrutiny fees, license fees, conversion charges, electricity and water charges, renewal charges and any other charges payable now or in future to the Government and/or any other Authority and/or any third party in relation to the said Complex shall be wholly to the account of the Developer.

g) The Developer shall have the right to engage and employ architects, consultants, suppliers, vendors and contractors and such other resources as may be required for the development of the said Complex.  
b) The Developer shall be entitled for grant of reasonable extension of time, if the completion of the said Complex is delayed due to Force Majeure conditions, change in the policy or for any other reason beyond the reasonable control of the Developer.

d) The Developer shall have the right of allocation of area for residential or other land use as permitted under the relevant policy and to finalize the design and layout in respect of said Land and to get the same approved from the Authority(s). The Developer shall be entitled to make such variations in the design of the plans as may be required or considered by the Developer desirable or necessary for optimum utilization of the said Land and in the interest of the said Complex and the Owners agree and undertake not to object to any such variations or alterations to the designs and plans of the said Complex.

f) The Parties agree and confirm that the brochures, booking form, agreement to sell, sale deed and other documents to be entered into with the Customers shall be prepared and finalized by the Developer in consonance with RERA. The Owners agree that all the Customer agreements shall be in the form as finalized by the Developer.

k) The Owners undertake not to disturb, interfere with or interrupt in any manner whatsoever the construction activity carried out or to be carried out by the Developer in the said Land.

l) Related to the Owner Share, Owner is liable to pay EDC/IDC and any other gov. fee/charges etc.



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- e) Receive refunds from any department/authority.
  - d) Apply, pursue and obtain electricity, water and sewerage connections at the said Land.
  - c) Apply, pursue and obtain sanctions for the lay outs and building plans regarding the said Land and said Complex.
  - b) Apply, pursue and obtain necessary licenses, permissions, approvals including approval of change in land use which may be required for the purposes of construction, development, marketing and selling of the said Complex.
  - a) Represent the Owners before various departments/authorities for the purposes of construction, development, marketing and selling of the said Complex.
- Owners shall execute an irrevocable General Power of Attorney in favour of the Developer (or in favour of the representative/nominee of the Developer), inter alia, authorizing the Developer or Developer's representative/nominee to:-

**11. POWER OF ATTORNEY:**

- o) The said Complex shall be exclusively named by the Developer and the same will also be displayed in the advertisements, boardings, brochures, publishing advertisements in newspaper, magazines etc. Further, Developer will have right to put sign-boards on the said Land or at other places, in any manner as the Developer may deem fit and proper.
- n) The Developer shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Developer with various statutory authorities for seeking various approvals etc. for the said Complex. The Owners undertake that within thirty (30) days of the receipt of any such refund referred to herein above, they shall pass on the same to the Developer. Further, in case of non-payment by the Owners, the same shall be adjusted from the Owners' Consideration.
- m) The Developer shall be solely responsible and liable for payment to its workers and employees and shall take care of statutory compliance of labor laws, rules and regulations as are in force, from time to time, with respect to the employment of personnel, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during and after the construction shall be settled and cleared by the Developer and no liability on this account shall fall on the Owners.

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- a) Owners shall keep the said Land free from all encumbrances, charges, claims, litigations, etc.
- b) Owners shall not do anything which may in any way jeopardize or adversely affect any right or interest of the Developer created by and/or under this Collaboration Agreement or which may in any way affect the construction, development, marketing and selling of the said Complex.
- c) Owners shall not disturb or cause to be disturbed, Developer's possession of the said Land, in any manner whatsoever as long as the construction, development, marketing and selling of the said Land is complete in all respect.

**OTHER OBLIGATIONS OF THE OWNERS:**

The Owners shall not create any third-party rights or interests or charge in the said Land under any circumstances whatsoever. However, it is clarified that the Developer may in its sole discretion may mortgage or otherwise deal with the said Land or any structure constructed thereon or any portion thereof to any financial institution or bank or otherwise in order to raise funds for the purposes of constructing, developing, marketing or selling the said Complex.

**THIRD PARTY INTERESTS IN THE SAID LAND:**

- d) Sign and execute any kind of document, deed, contract or other instrument concerning the said Land or any structure/building constructed thereon or any part thereof.
- e) Sign and execute sale deeds, lease deeds, license deeds, transfer deeds, etc. with respect to the said Complex or any building or structure constructed thereon or any part thereof in favour of any person and to get such sale deeds or transfer deeds registered with the concerned department/authority.
- f) Receive the sale consideration and other amounts from the intending buyers; buyers; intending tenants; tenants; licensees; intending licensees etc.
- g) Mortgage the said Land or any building or structure constructed thereon or any portion thereof for the purposes of raising funds for construction, development, marketing and selling of the said Complex. The Developer shall be obliged to repay the loan amount on or before the completion of the Project. The Owners shall not be responsible for any kind of loan or interest thereon availed by the Developer on the said Land.



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f) Owners are the absolute owners of the said Land.

g) Owners do hereby represent and confirm that:

15. WARRANTY OF TITLE:

- e) Developer shall maintain all accounts with respect to marketing and selling of said Complex and the same shall be shown to the Owners on demand.
- d) Owners shall not be liable to make any payment to any workmen, contractor, labour, vendor, etc. involved during the process of constructing and developing the said Complex.
- c) Owners shall not be responsible for any mis-happening with any labour or workmen during the construction and development of said Complex. Respective contractor shall be responsible in this regard. However, the Developer may at its own costs obtain necessary insurance policies with respect to the men and machinery at the site.
- b) All costs including the costs of obtaining necessary approvals and submissions (excluding the costs of change of land use, if any) shall be borne exclusively by the Developer.
- a) Developer shall construct and develop the said Complex as per the Government Standards and norms.

14. OTHER OBLIGATIONS OF THE DEVELOPER:

- f) Owners shall render their full co-operation to the Developer for the construction, development, marketing and selling of the said Complex and for the purposes of transferring the said Complex or any part thereof to the intending buyer(s).
- e) Owners shall provide to the Developer copies of all communications received and done with any authority or department or with third party regarding the said Land or any structure constructed thereon or any part thereof.
- d) Owners shall assist, co-operate, sign and execute all documents, papers, deeds, etc required or considered necessary by the Developer or some agency, authority or person for the purposes of construction, development, marketing and selling of the said Complex including for the purpose of mortgage or sale of the said Land or any structure thereon or any part thereof.

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a) It is hereby agreed between the Parties that the original of all sale deeds, approvals, registration, permission, NOCs, license, etc. of said Land/ said Project shall be kept in a joint account locker opened by the Parties within 15 days of receiving of respective documents for the said Project with a scheduled Bank mutually agreed upon, which joint account locker would necessarily require the joint action and signatures of representatives of both Owners and Developer to operate till the conclusion/ termination of this Agreement. It is further agreed between the Parties that if for raising loans and finances the said title deeds are required for the creating mortgage on the said Land & structure thereon by bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial Institution(s) or investor(s) etc., then the said title deeds, approvals, etc. will be handed over to the respective bank(s), Housing Finance Company(s), Non-Banking Finance Company(s), Financial Institution(s) or investor(s), etc. by the Developer and the Owners

17. MISCELLANEOUS TERMS:

- a) The Developer shall make all sincere efforts to complete the construction and development of the said Complex within 36 months from the date of obtaining RERA Certificate for the Project.
- b) This Collaboration Agreement shall be subject to the force majeure and the acts of God viz. floods, fire, or other natural calamities and/or civil commotion, wars, etc. in terms of RERA provisions.

16. TIME FRAME:

- b) Owners do hereby undertake to indemnify and keep the Developer indemnified; and undertake to make the loss caused to the Developer good and compensate the Developer in case the construction, development, marketing and selling of the said Complex is obstructed or hindered due to defect in title of the said Land or due to any act of omission or commission on the part of Owners.
- ii) No person other than the Owners has any charge, interest, claim or right in the said Land or any portion thereof.
- iii) No litigation or other proceeding concerning the said Land or any portion thereof is pending in any court or before any authority.
- iv) There are no changes of the said Land or any portion thereof, getting attached in execution of any decree or any court or any order of any competent authority.



shall issue NOC and sign, execute necessary documents and assist the Developer in this respect.

b) It is understood by the Parties that they shall have no right of ownership on the Common Area(s) and the Owners authorize the Developer to maintain the common areas itself or through its nominated maintenance agency initially for a period of three years or as required under Law to hand over the same to the duly constituted Resident Welfare Association or the Authorities as and when required, for which purpose the Owners hereby undertake to execute the necessary documents, as discharge of its statutory liability to HUDA/Local Bodies/ Authorities, facilitating such transfer either directly or through the Developer as its Attorney.

c) It is understood by the Owners that since considerable manpower, planning, expenditure, efforts & expertise would have already been involved before taking up development and construction of the said Project by the Developer and once such activities are undertaken, the Owners or their nominee(s) or legal heirs or successors shall not be entitled to cancel or revoke this Agreement under any circumstances subject to the Developer is complying with all of its obligation under this agreement. In such eventuality, the Developer besides its other rights, as available in law, will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance or as per law at the sole cost and risk of the Owners.

d) The Owners undertake not to disturb, interfere with or interrupt in any manner whatsoever the construction activity carried out or to be carried out by the Developer in the said Land and/ or as part of the said Land. The Owners further undertake not to commit any act or omission having the effect of delaying or stopping the construction activity to be undertaken by the Developer in terms of this Agreement. However, the Owners shall have the right to visit the said Project with prior intimation to the Developer to see the development status of the said Project.

e) The Owners shall ensure that they clear all dues outstanding and payable to Authorities on account of municipal taxes, and other such related dues, if any, w.r.t. the said Land on or before the Effective Date said shall be borne by the Developer thereafter.

f) It is represented by the Owners that the Owners alone are the sole, absolute and legal owner and in possession of the said Land and the said Land is absolutely free from any defect in title or encumbrance of any nature including but not limited to any third party right. In case, in future if there is any direct/indirect

breach of and/or any deficiency in adherence to or performance to be made by the Owners and/or any person acting under through or on behalf of the Owners of their obligations with respect to the said Land under this Agreement and/or (i) any defect/claim/dispute over the title of the said Land which may be raised by any third party during the course of the said Project, including in respect of possession and/or (ii) revocation, cancellation, modification or any other challenge/impediment to the Power of Attorney or subsistence thereof for any reasons other than an act or omission on part of the Developer of the terms of this Agreement; then the Owners alone shall, at their own cost and expense, contest and settle all disputes, claims, demands, suits, complaints, litigation, etc., which may be raised, filed or created with respect to the title of the said land including all the claims and/or actions instituted by the intending Buyer of the saleable area in the said Project, in a manner that the rights of the Developer under this Agreement and the development, construction, marketing and sale of the said Project is not adversely impeded or restricted through-out the said Project life cycle. Further, in case the Developer is dragged in to any litigation by any person on account of defect in title of the said Land, the Owners shall be liable and responsible to indemnify the Developer for all losses, damages, litigations expenses etc. incurred by the Developer in this regard. In the event such defect/dispute is not resolved by the Owners within a period of thirty (30) days from the knowledge of such defect/dispute then, the Developer shall have the unfettered right to cancel/revoke this Agreement to the effect of detected/disputed land parcels of the said Land.

The Owners hereby represent and undertake that upon signing of this agreement, they shall not enter into any further agreement/arrangement with any other third party w.r.t. said Land and they further undertakes and assures that if any prior agreement/arrangement has been entered into with any third party with respect to the said Land, then the same shall stand terminated/automatically stand annulled in all respect.

h) It is agreed between the Parties that subject to payment of Owners' Share as per terms of this Agreement, the Developer may, if deem fit and proper, transfer, sell and assign its rights and interests as derived by virtue of this Agreement in respect of the said Project along with rights in the Licenses etc. granted by the Authority to develop and construct the said Project on the said Land to any of its Associate/Subsidiary Company with prior written intimation to the Owners for such price and on such terms and conditions as the Developer may deem fit and proper. However, if the said rights in the License are transferred to any third party, the Developer shall obtain written prior approval from the Owners which shall not be unreasonably withheld.



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- d) The Developer shall be entitled to transfer such area of the said Land in favour of the Government for provision of various facilities free of cost as may be mentioned in the License to be received for development of the Project. The Owners shall sign and execute necessary documents in this regard.
- e) Both the parties hereto agree and undertake to sign and execute all such further deeds, documents and writings as may be required to give full effect to this Collaboration Agreement.
- f) Each party to this Collaboration Agreement undertakes not to do or cause to do or omit to do such deeds, acts and things which amount to violation of terms & conditions of this Collaboration Agreement, laws of land and/or may cause the damage to the property.
- g) Each party to this Collaboration Agreement undertakes not to do or cause to do or omit to do such deeds, acts and things which amount to violation of terms & conditions of this Collaboration Agreement, laws of land and/or may cause the damage to the property.
- h) (including delay in construction and development of said Complex due to negligence of Developer);
- i) Developer shall indemnify and keep the Owners indemnified for any loss caused to the Owners by Developer's any negligent act of omission or commission (including delay in construction and development of said Complex due to negligence of Developer);
- j) Owners shall not object to the Developer becoming party to any future litigation or other proceedings concerning the said Land or any portion thereof.
- k) The parties shall separately and independently deal with their income tax matters at their respective risks and costs. However, the parties shall co-operate with each other in case need for such cooperation arises.
- l) The parties shall separately and independently deal with their income tax matters at their respective risks and costs. However, the parties shall co-operate with each other in case need for such cooperation arises.
- m) Owners shall not object to the Developer becoming party to any future litigation or other proceedings concerning the said Land or any portion thereof.
- n) Developer shall indemnify and keep the Owners indemnified for any loss caused to the Owners by Developer's any negligent act of omission or commission (including delay in construction and development of said Complex due to negligence of Developer);
- o) Each party to this Collaboration Agreement undertakes not to do or cause to do or omit to do such deeds, acts and things which amount to violation of terms & conditions of this Collaboration Agreement, laws of land and/or may cause the damage to the property.
- p) Both the parties hereto agree and undertake to sign and execute all such further deeds, documents and writings as may be required to give full effect to this Collaboration Agreement.
- q) The Developer shall be entitled to transfer such area of the said Land in favour of the Government for provision of various facilities free of cost as may be mentioned in the License to be received for development of the Project. The Owners shall sign and execute necessary documents in this regard.
- r) Developer may in its sole discretion may include the said Land for any other project.
- s) Nothing in this Collaboration Agreement May be deemed to constitute partnership between the parties.
- t) The Developer shall be entitled to provide or appoint its agent or representative to provide common facilities including of parking, housekeeping, recreational facilities, etc. at the said Complex. The Developer shall be entitled to charge for such common facilities. All profits and losses arising through or because of such common services shall accrue to the Developer, exclusively.

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- r) The Developer is fully entitled to purchase or to enter into any other collaboration agreement with other landowners of any adjoining land to the said Land and to apply for the license, approvals, sanctions and permissions from the Authorities by clubbing both the lands together as per the planning of the said Complex by the Developer. Further, Developer shall be entitled to divide the said Land into parts and may or may not make the said Land as a part of any adjoining land and apply for the License.
- s) The Owners and the Developer shall be bound to comply with all the terms and conditions of Licenses, RERA and all the Rules, Regulations and Laws as may be applicable on the said Complex for their respective shares.
- t) The Developer and the Owners shall pay and bear in proportion to their respective share as mentioned hereinabove all taxes, cesses, levies and GST payable for the said Land or on the said Complex from the date of execution of this Collaboration Agreement and if either Party fails to pay their part of the taxes, that Party shall be liable to indemnify the other for all or any recoveries that may be affected by the Govt. Department or Authority. It is further agreed between the Parties that if any input credit regarding GST is available to the Developer, the Developer shall pass on the proportional share of the same to the Land Owner.
- u) The Parties will be entitled to permit the Customers to borrow finance from the Bank towards purchase of plots against the security of their respective plots in the said Land.
- v) The Owners are fully aware and acknowledge, understand and agree that the logo mark and all intellectual property rights with regards to the name of the said Complex is the sole and exclusive property of Developer and Developer has the intellectual property rights thereto. Any use of the logo mark of the Developer by the Owners is expressly prohibited and only Developer is entitled to use the same in any form, manner, for any products and to exploit the same.
- w) The legal heirs/successors of the Owners will have no right to indulge the Developer into any fresh litigation(s) w.r.t. the meaning, object and consideration of this Agreement, as the Owners have executed this Agreement for the benefits of their legal heirs/successors by which the rights of the Developer may be affected.
- x) In the event of the demise of any of the Owners or his/ her assign(s), the Developer agrees that all rights/ liabilities/ obligations of the respective Owners as set out under this Agreement shall be duly observed and complied with by his/ her legal heir(s)/ successor(s).



*Sty*

All or any disputes arising out of touching upon or in relation to the terms and conditions of the Collaboration Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Faridabad by a sole arbitrator, who shall be appointed by the Developer and whose decision shall be final and binding upon the parties. The Owners hereby confirm that they shall have no objection to this appointment by the Developer. It is understood that no other person or authority shall have the power to appoint the arbitrator.

All disputes between the parties shall be subject to the jurisdiction of Courts at Faridabad only.

**DISPUTES AND RESOLUTION:**

20.

The Owners shall pay and clear all taxes, levies, charges or any other liability and all liabilities with respect to the said Land and upto the date of handing over of the possession of said Land to the Developer. Thereafter all taxes, levies, and all other liabilities including the charges for electricity and water consumed in or with respect to the said Land and/or any structure constructed thereon shall be borne by the Developer upto the date of construction, development and marketing of said Complex.

**TAXES:**

19.

In the event of any one or more of the sentences or clauses or portions of this Collaboration Agreement are found to be invalid by any court or other competent forum, this Collaboration Agreement will be construed as if the said sentence or clause or portion had not been inserted.

**PARTIAL INVALIDITY:**

18.

This Collaboration Agreement constitutes the complete agreement and understandings between the parties on the subject matter hereof and supersedes all prior negotiations and/or agreements, either written or oral.

**ENTIRE AGREEMENT:**

17.

y) The Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project, adjacent/ adjoining land parcels in the said Project and/or booking and sale of Units in the said Project, adjacent/ adjoining land parcels in the said Project.

*Handwritten signature*

25. The parties have agreed that the collaboration agreement is irrevocable and no modification / retraction etc in terms and conditions can be undertaken without the prior permission of the Directorate of Town & Country Planning, Haryana, Chandigarh.

25. The parties have entered into the said collaboration agreement for developing an affordable plotted colony under the Deen Dayal Jan Awas Yojna 2016 on the said land.

24. Either party to this Collaboration Agreement, except the consent of other party in writing, will not, during the term of this Collaboration Agreement or thereafter, communicate, divulge, or use for the benefit of any third party any information concerning the said Complex, except than in the usual course of business.

**CONFIDENTIAL INFORMATION:**

23. This Collaboration Agreement cannot be terminated by either of the parties to this Collaboration Agreement but the either parties can claim any actual damages/loss from the other party for not performing its obligations under this Collaboration Agreement.

**TERMINATION:**

22. Failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Collaboration Agreement, or to exercise any right or remedy, will not constitute a waiver of any breach or default, present or future, except by specific written waiver.

**WAIVER:**

21. If either party fails to perform any act required under this Collaboration Agreement, the other party may elect to do so after giving ten (10) days' notice in writing to the concerned party. However, such a notice is not required, in the event of an emergency. Any such election of performing the duty of other party will not release the other party from its obligations, and the electing party will be entitled to all reimbursements along with interests and costs.

**RIGHT TO PERFORM COVENANTS OF THE OTHER PARTY:**



S. K. BATHI  
Advocate  
Distt. & Session Court  
Sec-12, Faridabad (Haryana)

2.

Mr. Vinay Kumar  
Advocate  
Distt. & Session Court, Haryana

1.

WITNESSES:

For and on behalf of the Developer  
For MARINA REAL ESTATE BUILDERS LLP  
BHUPENDER CHOUDHARY  
Authorized Signatory

IN WITNESS WHEREOF the parties have set their hands to this Collaboration Agreement on 12<sup>th</sup> day of September, 2022 in the presence of the witnesses:  
For Owners  
(1) Siddharth Parag Singh s/o Sh. Parag Singh

*[Signature]*

39/सुप्रीम कोर्ट, नई दिल्ली (सुप्रीम कोर्ट)

दिनांक 12-09-2022

आपने उत्तरदाता/निर्माण अंशों में सुप्रीम कोर्ट को सूचित किया है।  
प्लॉट नं 179.5 पर निर्माण कार्य एक प्रति अनिश्चित तारीख में 1 जून 2022 को 1 जून 2022 को 7 से 82  
से 84 पर निर्माण कार्य। यह भी सुप्रीम कोर्ट को सूचित किया गया है कि इस उत्तरदाता के उत्तरदाताओं और अंशों में

अंश 2 :- S K BATRA

अंश 1 :- VINAY RAWAT

सुप्रीम कोर्ट :- MS MARINA REAL ESTATE BUILDERS LLP THRU BHUPENDER CHODHARY

सुप्रीम कोर्ट :- SIDDHARTH PARTAP SINGH

39/सुप्रीम कोर्ट, नई दिल्ली



Book No.

Reg. Year

Reg. No.

2022-2023

6318









1. यह कि M/S MANSHA BUILDCON PRIVATE LIMITED, अपनी निम्नलिखित विवरण जमाव-दी साल 2019-2020 में खड़ी कराने, बहसिल व निगरान फर्दीवारदार खबर नो 403, खर्तीनी नो 449, नो नो 41, कोला नो 7/1(4-0), 10/1(6-14) किता 2, रकबा 10 कनाल 14 भरवा सागम खबर नो 555, खर्तीनी नो 607, नो नो 29, कोला नो 23(9-0), सागम खबर नो 748, खर्तीनी नो 819, नो नो 41, कोला नो 2(8-0), 3/2(4-0), 4/2/1(2-0), 8(8-0), 8(8-0), 14/1/1(3-14) किता 6, रकबा 33 कनाल 14 भरवा सागम खबर नो 783, खर्तीनी नो 856, नो नो 41, कोला नो 3/1(4-0), 4/1/1(2-0) किता 2, रकबा 6 कनाल सागम खबर नो 787, खर्तीनी नो 880, नो नो 29, कोला नो 24/1(4-0) सागम खबर नो 966, खर्तीनी नो 1052, नो नो 41, कोला नो 11/2(2-12), 13/2(0-19) किता 2, रकबा 3 कनाल 11 भरवा सागम खबर नो 967, खर्तीनी नो 1053, नो नो 41, कोला नो 12/1(7-16), 13/1(6-11), 19/1/2(2-4) किता 3, रकबा 16 कनाल 11 भरवा सागम खबर किता 17, कोला नो 6101 किनांक 08/09/2022, कोर्पोरेशन वर खनिस्टान फर्दीवारदार हरा साहितिक व फाहिल है। जो कि 82 कनाल 10 भरवा है। और हरा कोलावारेसन डेकरायरनामा में जो कि हरा डेकरायरनामा में जहाँ कहीं भी "विकासकर्ता" शब्द का प्रयोग किया गया है, वहाँ विकासकर्ता खूद व उसके उत्तराधिकारी, कार्गनी प्रतिनिधि एवं डेकरायरनामा शामिल है।

हस्ताक्षर पक्ष

M/S MARINA REAL ESTATE BUILDERS LLP, AUTHORIZED SIGNATORY MR. BHUPENDER CHOUDHARY (ADHAR NO. 6953 2614 4341) S/O SH. SUBHASHVIR R/O HOUSE NO. 2/3, PURANI CHUNGI, OLD FARIDABAD, HARYANA, निम्नलिखित कायालय का पता 14/3, मैन मय्या रोड, मय्या मय्याजपुर, फर्दीवारदार, है और जो कम्पनी अधिनियम 1956 के तहत खनिस्टान में है, बर्तमान अधिकृत उत्तराधिकारी MR. BHUPENDER CHOUDHARY (ADHAR NO. 6953 2614 4341) S/O SH. SUBHASHVIR R/O HOUSE NO. 2/3, PURANI CHUNGI, OLD FARIDABAD, HARYANA, निम्नलिखित कायालय का पता 14/3, मैन मय्या रोड, मय्या मय्याजपुर, फर्दीवारदार, है और जो कम्पनी अधिनियम 1956 के तहत खनिस्टान में है, बर्तमान अधिकृत उत्तराधिकारी, कार्गनी प्रतिनिधि एवं डेकरायरनामा शामिल है।

एवं

प्रथम पक्ष

मार्फत, M/S MANSHA BUILDCON PRIVATE LIMITED registered office at Plot No. 23, Block-P, Sector-75, Faridabad, its authorized signatory vide resolution dated 08-09-2022 Mr. RAJVEER SINGH (ADHAR NO. 5869 8979 2389) S/O SH. RANJEET SINGH R/O HOUSE NO. 1692, FIRST FLOOR, SECTOR 9, FARIDABAD, HARYANA, (जो कि हरा में साहितिक करवा गया है) जो कि हरा डेकरायरनामा/कोलावारेसन में जहाँ कहीं भी "मै-देखानी" शब्द का प्रयोग किया गया है वहाँ मै-देखानी खूद व उसके उत्तराधिकारी, कार्गनी प्रतिनिधि एवं डेकरायरनामा शामिल है।





8. यह कि उपरोक्त मसि पर आदेशित कालोनी को विकसित करने की पूर्ण जिम्मेदारी  
विकसकर्म कम्पनी को ही है तथा विकसकर्म कम्पनी ही कालोनी विकसित  
करने की अतिकार होगी अन्य नीतिनी या कम्पनी को हस्तांतरित नहीं  
करेगा। यह विकसकर्म कम्पनी किसी अन्य कारणों से अपने अतिकार को हस्तांतरित

7. यह कि विकसकर्म कम्पनी उपरोक्त मसि पर आदेशित कालोनी विकसित करने  
के लिए समस्त आवश्यक चीजें आहरण, हस्तगतना व एक संयोजन नामा जो  
कि विकसकर्म कम्पनी के हक में होगा को मू-रवाना से हस्तांतर कराने के लिए  
व कालोनी कार्यवाही को पूरा करने के पश्चात् डीटीओ/डीटीओ कार्यालय में जमा  
करा देगी तथा डीटी के संयोजन मू-रवाना उपरोक्त लक्ष्यों के लिए एक  
संयोजन नामा जो विकसकर्म कम्पनी के हक में प्रस्तुत करेगा जो कि  
अव्यवस्थित होगा। तथा विकसकर्म कम्पनी निर्धारित अवधि में मू-रवाना व  
विकसकर्म के मध्य पर डीटी में लाईनेस/डीटीओ व सीपी प्रकर के प्रमाणपत्रों को  
आदि प्राप्त करेगा।

6. यह कि मसि के लाईनेस लेन-गवानी जिम्मेदारी विकसकर्म कम्पनी को है और  
पूरा खर्च जो भी लाईनेस मजदूरी व डेवावल लेन में (डीटीओ/डीटीओ) हस्तांतर  
करा देगी व को विकसकर्म कम्पनी खर्च वहन करेगी। यह कि जो भी बैंक  
गारंटी बावत अन्वय व बावत विकसकर्म कम्पनी लेन को जख्त करेगी उसे अदा व  
जमा करने की जिम्मेदारी विकसकर्म कम्पनी को ही होगी व को बावत  
मू-रवाना को कोई जिम्मेदारी नहीं है और ना ही मसि में लेनी और विकसकर्म  
कम्पनी के अपने खर्चों से मू-रवाना के किसी दायित्व के लिए खर्च पूरा करेगा।

5. यह कि विकसकर्म कम्पनी मसि में (डीटीओ/डीटीओ) को डेवावल के अन्वय लेन,  
सीए, डीटीओ/डीटीओ लेन को हकदार है और संयोजन नियमों व  
कालोनी के तहत विकसकर्म कम्पनी को विकसकर्म कम्पनी अपने पास ही खर्चों  
का अन्य महत्व से लेनी अतिव्यय है वह विकसकर्म कम्पनी उपरोक्त मसि को  
बावत लेनी और इस काम के लिए मसि मालिक जो भी संयोजन नामा/मू-रवाना या  
अन्य हस्तांतरित हस्तगतना आहरण/डीटीओ हस्तांतर को आवश्यकता होगी वह  
हस्तांतरित करने का जिम्मेदार होगा और इसके अलावा जो आवश्यकता मू-रवाना  
से विकसकर्म कम्पनी को मजदूरी व डेवावल को पड़ेगी वह सब मू-रवाना लेन के  
बावत लेनी तथा आदेशित विकसित करने के लिए जो उचित हस्तांतर लेने उपयुक्त ही  
हस्तांतर करने के लिए मू-रवाना पावत रहेगी। अन्य किसी हस्तांतर या कालोनी

4. यह कि मू-रवाना को लेन द्वारा उन आदेशित चीजों का 'साइज' व अन्य किसी  
चीजों के अन्वय विकसित किया जायेगा।  
विकसकर्म कम्पनी के अपने खर्च पर करना करार होगा है। इसके  
लिए मू-रवाना विकसकर्म कम्पनी को कोई प्रमाण नहीं करेगा।



















*Ramesh*

पृष्ठ सं 3

2. यह कि विकसकर्ता कम्पनी यू-रवासीयों की रूनि पर आवासीय कारोनी विकसित करना चाहते हैं तथा आवासीय कारोनी विकसित करने के लिए विकसकर्ता कम्पनी ने प्रस्ताव दिया है तथा विकसकर्ता कम्पनी इस प्रस्ताव में पूर्णतः अनुमत्त रहती है और इस क्षेत्र में जानी-माने कम्पनी है और सभी रिस्क को वहन करेगी।

1. यह कि, पतन विकास विपणन समान्ती साल 2019-2020 गिव खेती कर, गहरील व जिला फरीदाबाद खेट नं 297, 478, 818, 871, 970 नं 29, कीला नं 11/3(6-0), 90 नं 42, कीला नं 6/1/2(2-3), 6/2(4-0), 14/2(2-0), 15/1(7-7), 17/1(4-0) बिक्री 6, रकबा 25 कनाल 10 गरबा नं 425/510 गम, बाकुर रकबा 21 कनाल 5 गरबा के बखत इलाकाल नं 8334, 848 गालिक व काबिल हैं। और इस कोलांबीइशन इकराजनाग नं गूनि खत के नाम से लिखा गया है। यह कि इन गालिक के विषय और किसी बालि को इस गूनि में कोई एक व बाकुर नं है।

द्वितीय पक्ष

M/S MARINA REAL ESTATE BUILDERS LLP, AUTHORIZED SIGNATORY MR. BHUPENDER CHODHARY (ADHAR NO. 6953 2614 4341) S/O SH. SUBHASHVIR R/O HOUSE NO. 2/3, PURANI CHUNGI, HARYANA, जिसका रजिस्टर्ड काराण्य का पता 14/3, भूम मध्य एंड, चंडल महाराजपुर, फरीदाबाद, है और वा कम्पनी अधिनियम 1956 के तहत रजिस्टर्ड था है, बर्तिय अधिलत इलाखरी MR. BHUPENDER CHODHARY (ADHAR NO. 6953 2614 4341) S/O SH. SUBHASHVIR R/O HOUSE NO. 2/3, PURANI CHUNGI, HARYANA जिसका पता और गालिक (विकसकर्ता) कहा गया है वा कि इस इकराजनाग में जहा कही थी "विकसकर्ता" शब्द का प्रयोग किया गया है, वही विकसकर्ता खेट व उसके उलाखीबिकारी, कारोनी प्रतिनिधि एवं इलाखीबिकारी शामिल है।

एव

प्रथम पक्ष

इसके, श्री चंडल सिडि उर्फ कृष्ण पाल (आधार नं 8262 1808 8502) पुत्र श्री इलाखन सिखा 334/510, गम व श्रीमती राकेश (आधार नं 3291 0328 2704) पत्नी श्री बलराम सिडि सिखा 91/510 गम, निवासीनाग मकान नं 1302, खेट-28, फरीदाबाद, हरियाणा, के हैं।











Kumar

17. यह कि यदि उपरोक्त वर्गीन के किसी किसी भी मलिकानत किसी दोष के कारण मू-रवाणीयों के नाम से बनी जाती है या मू-रवाणीयों के मालिक से बहककर कोई दूसरा व्यक्ति इस वर्गीन का एक व्यक्ति कहकर जाहिर करता है या मू-रवाणीयों को है और यदि इस कारण कर्त/लगाते की निम्नवाणी मू-रवाणीयों को है और यदि इस कारण विकसकर्ता कम्पनी को कोई नुकसान होता है तो उसकी मर्यादा मू-रवाणीयों के हिस्से से की जाती है और इस विधि से मू-रवाणीयों से यह आश्वासन दिया है कि विकसकर्ता कम्पनी को इस बात यदि कोई क्षतिपूर्ति के पत्रान्त रहने। मू-रवाणीयों को यह भी याद है कि यह विकसकर्ता के एक से एक मुख्यार नाम आम बर्त व धार करवाया जिससे कि विकसकर्ता कम्पनी को उपरोक्त कार्य प्राप्त सभी एक प्रकृत होता है।

18. यह कि मू-रवाणीयों के अतिरिक्त और पर विकसकर्ता कम्पनी को यह विचार दिनांक है कि उपरोक्त धारणा मू-रवाणीयों के दोष जैसे- श्रद्धा, दान, कर्मा, कर्क, एचओएफको, धर्मिक, किरायेदार, आनादिगत करना, दावे व धार से मुक्त है।

19. यह कि मू-रवाणीयों की दरवाजे उदर-नामा विद्यमान पर, जो भी जाके है विकसकर्ता कम्पनी के एक से हस्ताक्षरित व निमाहित करने का बचन रह रहेगा।

20. यह कि मू-रवाणीयों को हस्ताक्षर का पूर्ण अधिकार प्राप्त होगा। विकसकर्ता तय समय सीमा में प्रोविडेंट के विकास व निर्माण का कार्य पूर्ण नहीं करवायेगा पर विचार विमर्श कर सकते हैं व सुझाव दे सकते हैं। यदि निर्माण सामग्री की गुणवत्ता को सुनिश्चित करने हेतु विकसकर्ता मू-रवाणीयों कम्पनी की कार्यवाही में किसी प्रकार का हस्तक्षेप नहीं करेगा परंतु प्रोविडेंट व विकसकर्ता की कार्यवाही में प्रोविडेंट के विकास व निर्माण हेतु विकसकर्ता

21. यह कि इस अनुबंध के निष्पादन से पहले के धार देकर यदि कोई अनाया है तो मू-रवाणीयों को विकसकर्ता के धार से धारित नहीं करेगा और विकसकर्ता या प्रस्तावित कोई लेना-देना किसी कोट केस आदि से ना होगा और विकसकर्ता या प्रस्तावित की पूर्ण निम्नवाणी सिर्फ और सिर्फ विकसकर्ता कम्पनी की होगी। मू-रवाणीयों का है या कोई विवाद उत्पन्न होता है तो उस धार में उस धार-विवाद तथा कोट केस विकसकर्ता द्वारा निर्मित की जा रही है के उपर कोई कोट केस आदि धार करके प्रस्तावित केना विकसित होने वाले मू-रवाणीयों से कोई धारन/अवसाधिक सम्पत्ति जो विकसकर्ता धारन करेगा तथा इस अनुबंध के निष्पादन के धार के धार देकर/कर मू-रवाणीयों धारन करने और अनुबंध के निष्पादन के धार के धार देकर/कर GST





*Handwritten signature*

शेष पृष्ठा 9—

29. यह कि विकासकर्ता कम्पनी लार्डरिंग/रिंग प्राय हाँ जाने के बाद यू-रवाणी के हिस्से के आवासीय व व्यावसायिक प्लॉट का अलॉटमेंट रीटर्न, लिटर चार्ज पर एंटीपेट व सन्निहित परमाणु और मय फाईल विकासकर्ता यू-रवाणी को रीटर्न देगा। यह कि यू-रवाणी के यू-खण्ड से सन्निहित विकास/वाणिज्य प्लॉट्स पर किसी प्रकार के डीवेलपमेंट/एम्प्लॉयमेंट (Cost of Development Area of Land Owner) को अद्ययगी की जिम्मेदारी भी विकासकर्ता की होगी। जो कि सन्निहित विकास के नियम व शर्तों द्वारा तय पाई जायेगी।

28. यह कि विकासकर्ता कम्पनी लार्डरिंग/रिंग प्राय हाँ जाने के बाद यू-रवाणी के डीवेलपमेंट के नियम व शर्तों द्वारा निर्धारित होगी।  
यह करेगा तथा EDC/IDC+IFMS विवेकशील व व्यावसायिक यू-खण्ड रीटर्न जारी करेगा। वास्तविक भी विकासकर्ता कम्पनी को चार्ज देगा निर्धारित समयानुसार (actual) को सुनिश्चित भी विकासकर्ता कम्पनी को चार्ज देगा। चार्ज EDC/IDC+IFMS & any other charges (as per प्लॉट आने पर देगा। चार्ज EDC/IDC+IFMS विकासकर्ता कम्पनी द्वारा चार्ज की जायेगी तथा यू-रवाणी जो यू-रवाणी को EDC/IDC+IFMS पर चार्ज करेगी तथा प्लॉट विकास के समय कर्तव्यों को सुनिश्चित विकासकर्ता कम्पनी लार्डरिंग/रिंग प्राय हाँ जाने के बाद यू-रवाणी के नियम व शर्तों द्वारा निर्धारित होगी।

27. यह कि यदि यू-रवाणी अपने हिस्से के यू-खण्ड विकासकर्ता कम्पनी द्वारा प्रस्तावित विकास को करता है तो विकासकर्ता कम्पनी यू-रवाणी से — अधिकार देगा।  
आपसी सहमति अनुसार होगा।

26. यह कि विकसित आवासीय यू-खण्ड यू-रवाणी व विकासकर्ता कम्पनी के मध्य समानान्तर रूप से निर्धारित होगा यदि कॉन्ट्रॉल का प्लॉट विकासकर्ता द्वारा है तो विकासकर्ता कम्पनी को उसी प्रकार कॉन्ट्रॉल का प्लॉट यू-रवाणी को भी देगा होगा तथा यू-रवाणी व विकासकर्ता कम्पनी के मध्य निर्धारित रीटर्न पाई यू-खण्ड को सुनिश्चित रीटर्न पाई यू-खण्ड का अधिकार यू-रवाणी को होगा। या आपसी सहमति से सुनिश्चित का अधिकार होगा।

25. यह कि इस अनुबंध/कॉन्ट्रॉल का यह हिस्सा अन्तर्गत सभी प्रकार के नियम व शर्तों में लिखे गए अनुबंध की जाति अधिक मान्यता दी जायेगी।  
यदि कोई विवाद उत्पन्न होगा है तो उस पर प्लॉट में हिस्से में लिखे गए अनुबंध को ध्यान दे कर ही प्रकृत में लिया गया है। यदि दोनों भागों में इस अनुबंध के संश्लेषण का ही प्रकृत में लिखे गए अनुबंध की जाति अधिक मान्यता दी जायेगी।

24. यह कि यदि कोई प्रकृत व विवाद कॉन्ट्रॉल/रिंग प्राय हाँ जाने के बाद यू-रवाणी को प्रकृत में लिखे गए अनुबंध की जाति अधिक मान्यता दी जायेगी।  
यदि कोई प्रकृत व विवाद कॉन्ट्रॉल/रिंग प्राय हाँ जाने के बाद यू-रवाणी को प्रकृत में लिखे गए अनुबंध की जाति अधिक मान्यता दी जायेगी।  
यदि कोई प्रकृत व विवाद कॉन्ट्रॉल/रिंग प्राय हाँ जाने के बाद यू-रवाणी को प्रकृत में लिखे गए अनुबंध की जाति अधिक मान्यता दी जायेगी।





दिनांक 09-09-2022

अ/संयुक्त फौजदारी अधिकारी (फरीदाबाद)

प्रमाणित किया जाता है कि यह प्रवेश क्रमांक 6257 अर्थात् दिनांक 09-09-2022 को बही नं 1 लिस्ट नं 7 के फ्लॉर नं 164.25 पर किया गया तथा इसकी एक प्रति अनिश्चित बही संख्या 1 लिस्ट नं 186 के फ्लॉर संख्या 1 से 3 पर लिपिकाई गयी। यह भी प्रमाणित किया जाता है कि इस प्रस्ताविका के प्रतिकारकों और गवाहों ने अपनी इच्छाओं/विचारों अर्थात् यह मानने कि यह है।

गवाह का

गवाह 2 :- HARENDER

गवाह 1 :- YOGESH KUMAR

CHODHARY

गवाह :- MS MARINA REAL ESTATE BUILDERS LLP THRU BHUPENDER

गवाह :- CHET SINGH ALIAS KRISHAN PAL SMT RAKESH

अ/संयुक्त फौजदारी अधिकारी



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