

6371

**Indian-Non Judicial Stamp  
Haryana Government**

Non Judicial Date: 24/08/2022

Certificate No. G0X2022H3308  
GRN No. 93659101

Stamp Duty Paid : ₹ 4280000  
(Rs. Only)  
Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Dharam Singh  
H.No/Floor: Na Sector/Ward: Na LandMark: Na  
City/Village: Wazirpur District: Gurugram State: Gurugram  
Phone: 99\*\*\*\*\*00 Others: Ravinder singh, Jitender singh, Kalyan singh

**Buyer / Second Party Detail**

Name: Jms Buildwell Reality pvt ltd  
H.No/Floor: 2380 Sector/Ward: 46 LandMark: Na  
City/Village: Gurugram District: Gurugram State: Haryana  
Phone: 99\*\*\*\*\*00

Purpose: Collaboration agreement

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

Type of Deed : COLLABORATION AGREEMENT

Transaction Value : Rs. 21,40,00,000

Stamp Duty : Rs. 42,80,000

Stamp certificate No. & Date : G0X2022H3308/24-08-2022

Registration Fees No. : 93659676

Name of village : Wazirpur (Sector 95A)

**DEVELOPMENT / COLLABORATION AGREEMENT**

For JMS Buildwell Reality Private Limited  
Authorised Signatory

For Sub & Gistral  
Haryana (GURUGRAM)

100-12-2024



प्रलेख नः 6371

दिनांक: 25-08-2022

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	हरसरु
गांव/शहर	हुड्डा के सैंक्टर
धन संबंधी विवरण	
राशि 214000000 रुपये	स्टाम्प ड्यूटी की राशि 4280000 रुपये
स्टाम्प नं : G0X2022H3308	स्टाम्प की राशि 4280000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan: 93659676 पेस्टिंग शुल्क 0 रुपये
Drafted By: T C KHATANA ADV	Service Charge: 0

यह प्रलेख आज दिनांक 25-08-2022 दिन गुरुवार समय 5:19:00 PM बजे श्री/श्रीमती /कुमारी

Dharam Singh पुत्र Jai Narayan Ravinder Singh पुत्र Jai Narayan Jitender Singh पुत्र Jai Narayan Kalyan Singh पुत्र Suresh Kumar निवास : द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

Dharam Singh Ravinder Singh Jitender Singh Kalyan Singh

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी JMS Buildwell Realty Pvt Ltd thru Ashok OTHER हाजिर हैं । प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C Khatana पिता --- निवासी Adv Gurugram व श्री/श्रीमती /कुमारी Deepak Kumar पिता --- निवासी Adv Gurugram ने की । साक्षी नं: 1 को हम नम्यरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है ।

गोपनीय

99 1940118 2ML 1-

उप/संयुक्त पंजीयन अधिकारी (हरसरु)







Reg. No

Reg. Year

Book No.

6371

2022-2023

1



पेशकर्ता



दावेदार



गवाह

*[Handwritten signatures]*

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता : Dharam Singh Ravinder Singh Jitender Singh Kalyan Singh

दावेदार : Thru Ashok OTHER JMS Buildwell Realty Pvt Ltd

गवाह 1 : T C Khalana

गवाह 2 : Deepak Kumar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6371 आज दिनांक 25-08-2022 को बही नं 1 जिल्द नं 51 के पृष्ठ नं 88.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1060 के पृष्ठ संख्या 53 से 54 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 25-08-2022

*[Handwritten signature]*  
उप/संयुक्त पंजीयन अधिकारी (हरसक)

*[Faint text at the bottom left]*



NOW, THEREFORE THIS DEVELOPMENT / COLLABORATION / AGREEMENT  
WITNESSETH AS UNDER: -

That the subject matter of this Deed of COLLABORATION between the owner  
and the developer is the said land, fall in :-

Total measuring Area 5.04 Acres of owner/s share in above mentioned  
Khewat's No's is in state of village Wazirpur of Distt. Gurgaon.

1. That the owner assures and declares that he/she/is/are the absolute owner of the said land and is entitled of the said land in collaboration with the developer. This area (Proposed for collaboration) is free from acquisition.
2. That all – rates, cesses and taxes due and payable in respect of the said land up to the handing over of the actual physical possession of the said land to the developer shall be the exclusive liability of the owner and thereafter the liability in this behalf be shared by the parties in the agreed proportion mentioned herein.
3. That the owner has declared and represented to the developer that there are no religious or family disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim and litigations and acquisition and the owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this agreement in all respects and the developer has entered into this agreement relying/action upon these declaration and representation/undertaking of the owner.
4. That in case the said property or any part thereof comprised in and subject matter of this agreement declared to be belonging to the owner, is lost on account of any defect in the owner's title or any litigation started by any one claiming through the owner or any one claiming title paramount to the owner or on account of any cause or cause whatsoever including relating to any outstanding (s) claim (s) taxes (s) etc. on the owner, the owner shall be liable for the damages, losses, costs and expenses sustained by the developer and / or intending buyers of whole or part of the build / un-built areas of the developer share. the owner expressly agrees to keep the developer and the intending buyers of whole or part of the developer's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the developer or the intending buyer may sustain or incur by reason of any case or cases whatsoever.
5. That if there be any claim, demand, litigation of any nature whatsoever against the owner, then it is a condition of this agreement that the work of development and / or any other matter incidental to this agreement shall not, at any time or after the

*[Signature]*

ATTESTED

*[Signature]*

For JMS Buildwell Realty Private Limited

*[Signature]*  
Authorised Signatory

DEED OF COLLABORATION  
NOTARIAL CERTIFICATE

12-12-2024





commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding, demands, litigation and / or courts decree shall only be met and satisfied out of owner's share of the area of project and or proceeds thereof.

6. That the owners shall execute General Power of Attorney (GPA) and Special Power of Attorney and / or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for all regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required the owners have to sign the same to enable to Developer to obtain the necessary license/permission and complete the development of the colony on the said land. The Owner shall sign the same without raising any objection in any manner whatsoever and within the stipulated period. That the owners, if at any stage, any previous agreement / collaboration / development agreement executed by the owners with any party or any advance taken by the owners in relation to the said land or any part thereof is noticed and the project is delayed, then the time agreed for development shall be deemed as extended and it shall be sole obligation of the owners to settle all such claim/claims at it's own cost and the owners do hereby keep the developer indemnified against all such claims.
7. That the owners further undertakes that he/she/they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any change, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the said kind of the 'Development'.
8. That the owners shall furnish documentary proof of their title to the said land as and when required by the Developer and / or the concerned authorities as may be required from time to time.
9. That the owner will assist the developer to defend and otherwise respect to any proceeding that may be initiated by any person in regard to the said portion of the said land which may be instituted at any time hereafter before any court or other authority and all costs in regard thereto shall be borne by the owner .
10. That owner will hand over the actual physical possession of the said land to the developer for purpose of developing for the purpose of the Deen Dayal Aavas Yojna agreed to be developed, with the immediate effect from signing of this collaboration agreement, to enable the developer to discharge it's part of obligation.
11. That the developer shall develop, construct and complete the total development and construction of the aforementioned land at it's own cost and expense after



For JMS Buildwell Realty Private Limited

  
Authorised Signatory



procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities.

12. That all licenses, approvals, sanctions etc. wherever required for development on the said land shall be procured by the Developer at it's own cost and expenses and in it's own name . All expenses towards scrutiny fee, external development charges, Internal Development Charges and any other Charges, fee etc. payable to the concerned authorities shall be paid by the Developer only.
13. It is agreed between the parties that the developer shall deliver/handover the possession to the owner, of the Owner's share in the fully/developed land within 36 months from the date of letter of intent given by government of Haryana.
14. That it is further agreed between the owners and Developer that in lieu of the Developer agreeing to develop the said land for Deen Dayal Jan Aavas Yojna Plotted Colony / residential / commercial / Industrial / Special Economic Zone purposes and agreeing to obtain the licenses at it's own cost and expenses and in consideration of the deposit to be made by the Developer to the owners, the parties hereto have agreed to share the entire Developed /built up area in the said project in the following manner.

Owner's Allocation - 500 Sq. Yards developed plot per Acre  
Developer's Allocation - balance of land left per acre

The owner shall get total of 500 Sq. Yards of plotted area per acres in the project only in the area earmarked in sanctioned plan of the project for Residential purpose only, irrespective of the fact that owner's land as mentioned in para 1, falls in other user of the land (such as Deen Dayal Jan Aavas Yojna/ Plotted Colony) in the project. Also owner may not get the residential plot on the same piece of land as mentioned in schedule of the land given below. The balance Developed Area per acres in the said project shall go and will be owned and retained by the developer in lieu of and consideration of the development of the said area and the developer shall become exclusive owner of the share of the developer and only developer shall have the right to develop the said land for other purposes than residential such as Deen Dayal Jan Aavas Yojna/ Plotted Colony . The owner shall remain owner of 500 sq. yards Residential plot per acres of the developed area. In case the plotting of the said land is not permitted or allowed by the government or the sanctioning authorities, the owner shall be, compensated monetarily in other manner instead of plotted area as mutually agreed by the parties at that time. The Common Area of the project such as Roads, services, community sites and other structures will be owned/ controlled by the Developer.

15. That the Developer at it's absolute discretion shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.

*(Signature)*  
**ATTESTED**

*(Signature)*

For Sun K Gishat  
Narsara IGURUGRAM

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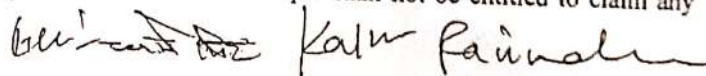
For JMS Buildwell Realty Private Limited

*(Signature)*  
Authorized Signatory






16. The owner shall get total of 500 Sq. Yards of plotted area per Acre for residential purpose, divided into number of plots of different denominations, as available in the project.
17. That in case user of the said land dose not change into Deen Dayal Jan Aavas Yojna/ Plotted Colony from Agriculture Land or it dose not become the part of the Developer project then this collaboration agreement shall become void and owner shall not claim any right/title from developer in form of developed plot in developer other projects.
18. That the developer shall commence and complete the development of the said Deen Dayal Aavas Yojna/ Plotted Colony by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the Deen Dayal Jan Aavas Yojna/ Plotted Colony in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work. That the Developer is fully empowered and entitled to assign agreement in favour of any Third party at its absolute discretion without any recourse to the owners and the owners shall have no objection for such assignment.
19. That the developer/owner shall pay and bear in proportion to their respective share as aforesaid all taxes, cesses and levies payable for the said land and building from the date of the commencement of development and any party failing to pay his part of the taxes shall be liable to indemnify the other for all or any recoveries that may be affected by the Government Department or Authority.
20. The developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbour or any other person shall be borne by the developer and owner shall be absolved of and indemnified by the developer of any financial or other liability in this regard.
21. The owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said Deen Dayal Jan Aavas Yojna/ Plotted Colony and / or booking and sale of developer's share of developed, built or un - built areas of the Project. However if any defect is pointed out in the development while the work is in the progress by the owner, the same will be removed and rectified by the developer.
22. It is agreed between the parties that the possession of the said land once delivered/handed over to the developer for the purpose of the aforementioned project shall not be disturbed nor any interference caused by the owner till the project is complete. It is clarified that the ownership in the said land shall continue to vest exclusively in the owner and developer shall not be entitled to claim any



For JMS Buildwell Realty Private Limited

  
Authorised Signatory





right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided herein after which the ownership in the property shall be of both the parties as per their respective shares.

23. The developer shall rectify defects in the development or in the material utilized or to be used promptly as may be intimated to it in writing during the course of development. In the event of any difference of opinion in this respect, the decision of the Architect of the project will be final.
24. The developer and the owner shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts, but subject to para No. 14 hereinabove. The developer shall be entitled to enter into any agreement to sell / lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favour of such purchaser. The owner shall also join hands in executing the documents in favour of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favour of such purchaser all receipt shall be issued for and on behalf of the owner and developer conclusively thereby binding both the parties for the transaction.
25. The maintenance service of the project will always be vested with the developer and / or an agency appointed by developer and the owner shall be responsible to pay all the charges, which are chargeable by the developer for the maintenance services and / or agreed to be paid to the said agency without any demur.
26. The owner shall execute General Power of Attorney in favour of the developer and / or its agents, nominee of the developer to enable the developer to obtain necessary sanctions, permissions, approvals, connections, raw materials etc. and also to enable the developer to discharge its part of obligation under this Collaboration agreement and to let/sell area of its share.
27. The owner and the developer shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department in respect of the project sought to be developed, which have been duly seen and examined by developer.
28. The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
29. It is an integral and essential term of this agreement that the said Deen Dayal Jan Aavas Yojna/ Plotted Colony shall be named as decided by the developer without any objection whatsoever from the owner.

*Kalun Ravinder*  
ATTESTED

For JMS Buildwell Realty Private Limited

FOR SUDH K. GURUGRAM

*Asli*  
Authorised Signatory

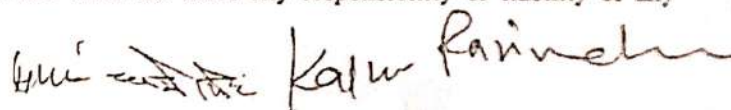
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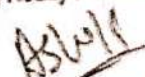
30. That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed, areas by and between the parties as mentioned hereinabove.
31. That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event the subsequent collaboration agreement shall prevail over this agreement.
32. That all original documents in respect of the said land shall be kept with Developer and this Collaboration Agreement is irrevocable by the parties.
33. That the rights/power related to land is not given to any third parties. Further there is no such contract with any third party related to land.
34. **OBLIGATION OF THE OWNERS:**

It is agreed by and between the parties that the Owners shall have the following obligations, including the other conditions specified in the rest part of the agreement, which shall be performed by him at its own cost and expenses:

- a. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this agreement at its own cost and expenses;
- b. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- d. To permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.
- e. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the owner shall not incur any responsibility or liability of any



For JMS Buildwell Realty Private Limited



Authorised Signatory



nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.

- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- g. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favour of Prospective buyers / tenants / Licensees.
- h. To execute and sign all necessary documents of transfer of the developed area/plot/built up units including sale deed or Lease Deed in favour of Prospective buyers / tenants / Licensees for transfer of title of the developed area/plot/built up Units of the developers share upon completion of the Project.
- i. To defend, compromise & settle, all suits, proceeding and cases jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project.
- j. Not to enter into any agreement or arrangement for the development of the said land except the Developers or its nominee/s.
- k. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNER, the same will be returned by the OWNER to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period, the OWNER will pay interest @12% p.a on the amount as received.

35. OBLIGATIONS OF THE DEVELOPER :

It is agreed by and between the parties hereto that the following shall be the obligations and responsibility of the Developer, which shall be performed by it at its own cost and expenses:

- a. Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to the appropriate authorities with the approval of Owner for grant of approval and sanction, to fulfill the objects of this agreement.

*Kalavai*

ATTESTED

FOR SUDHARSHAN  
MANSARA (GURUGRAM)

100-12-2024

For JMS Buildwell Realty Private Limited  
*Aswini*  
Authorised Signatory



- b. To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
- c. To develop the said Land to carry out and manage the constructions for a Residential and/ or Commercial purposes as per the building plans and other approvals as may be issued by the concerned authorities .
- d. To complete the said project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and, underground water storage tanks electrical and telephone lines etc.
- e. To market the said project in terms of this Agreement.
- f. To enter into contracts, agreement or arrangements with any person for the construction or development of the said project at its own cost.
- g. To discharge, pay and deal with all employees may be workmen, officials or otherwise who are engaged or working with the said project directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.
- h. Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow – up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
- i. Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.
- j. To bring in finance for development of the said project in terms of this agreement as and when required for the said Project in time so that the development of the project is not hindered on any account whatsoever particularly for non – availability of finances.
- k. To determine the sale price lease amount or license fees of the built up units of the said project from time to time.
- l. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project

*One Mr. K. K. Kulkarni*

For JMS Buildwell Realty Private Limited

*Asht*  
Authorised Signatory



with any of the contractors, suppliers, Third Parties and / or Prospective purchasers / allottees / transferees / Licensors etc.

36. That in the event of the dispute or deference between the parties relating to this agreement or any part thereof, the same shall be referred to the sole Arbitrator, whose decision shall be final and binding of the parties. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any amendment thereof. The proceedings of arbitration shall be at New Delhi.

### SCHEDULE OF LAND

ALL THAT the agricultural land bearing:- Khewat's No 403/447 , 429/ 477 Rect. No 49 Kila No. 8/2 (2-16) , 9/2 (4-0) , 10/2 min(0-15) , 11/2 min(5-12-3) , 12 (8-0) , 13 (8-0) , 18 (7-17) , 19/1 (3-7) , kita 8 Area 40 kanal 7 marla 3 sarsai Village Wazirpur (sec 95A) Tehsil Harsaru Distt. Gurugram

IN THE WITNESSES WHEREOF, the parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses : -

**SIGNED AND DELIVERED BY  
WITHIN NAMED DEVELOPER.**


For JMS Buildwell Realty Private Limited

  
Authorised Signatory

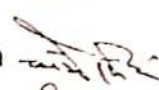
Drafted By  
T.C. KHATANA, Advocate  
District Courts, Gurugram  
as per Both Parties Instructions

Witnesses : -

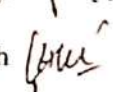
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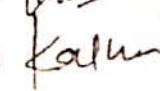
  
T.C. KHATANA  
Advocate  
Distt. Court, Gurgaon

**SIGNED AND DELIVERED BY  
WITHIN NAMED OWNERS**

Dharam Singh 

Ravinder Singh 


Jitender Singh 

Kalyan Singh 

2.

  
Deepak Kumar  
Advocate  
Distt. Court, Gurugram

**ATTESTED**

  
For SUD & SINGH  
Harsaru (GURUGRAM)

10-12-2024

