

Non-Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 22/03/2023

Certificate No. J0V2023C134

J0V2023C134

Stamp Duty Paid : ₹ 1201000

GRN No. 100657841

100657841

Penalty : ₹ 0

(It's Zero Cost)

Seller / First Party Detail

Name: Rakesh kumar and parmod Kumar

H.No/Floor : Nil

Sector/Ward : Nil

LandMark : Nil

City/Village : Jharsa

District : Gurugram

State : Haryana

Phone: 94*****41



Buyer / Second Party Detail

Name : Yashvi builders pvt ltd

H.No/Floor : Nil

Sector/Ward : Nil

LandMark : Nil

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 70*****14

Purpose : Collaboration deed

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

Stamp Duty – 12,051,000/Rs

Certificate No. J0V2023C134

Registration Fees-50003/Grn 100659292

COLLABORATION AGREEMENT

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO AT GURUGRAM, HARYANA ON THIS 24 DAY OF MARCH, 2023;

BY AND BETWEEN;

Rakesh Kumar Parmod Kumar



Page 1 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

प्रलेख न:4459

दिनांक:27-03-2023

Mr. R.
Parmod
Kumar
(her name)

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील फरुखनगर

गांव/शहर Farrukhnagar

धन संबंधी विवरण

राशि 28593750 रुपये

स्टाम्प ड्यूटी की राशि 571875 रुपये

स्टाम्प नं : J0V2023C134

स्टाम्प की राशि 1201000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:100659292

पेस्टिंग शुल्क 0 रुपये

Drafted By: PREM SINGH ADV

Service Charge:0

यह प्रलेख आज दिनांक 27-03-2023 दिन सोमवार समय 6:17:00 PM बजे श्री/श्रीमती /कुमारी
RAKESH KUMAR पुत्र RAJ KUMAR PARMOD KUMAR पुत्र RAJ KUMAR निवास HNO. 549 NR. DR YADAV
CILNIC JHARSA GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (फरुखनगर)


हस्ताक्षर प्रस्तुतकर्ता
RAKESH KUMAR PARMOD KUMAR

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS YASHVI BUILDERS PVT LTD thru MOHD. ANEESOTHER हाजिर है।
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी PARTAP SINGH NAMBARDAR पिता
MANOHAR LAL निवासी SEKHUPUR MAJRI व श्री/श्रीमती /कुमारी JEET SINGH पिता BIHARI LAL
निवासी JAHADPUR ने की।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (फरुखनगर)

MS YASHVI BUILDERS PVT LTD



Yashvi Builders Pvt. Ltd.

3
Mr. Rakesh Kumar (Aadhar No. 6580 3354 9688 & PAN No. AVUPS2928N) – Mr. Parmod Kumar (Aadhar No. 9230 9537 5164 & PAN No. ABFPK4676A) S/o Sh. Raj Kumar R/o H. No. -549, Near Dr. Yadav Clinic, Jharsa, Gurugram, Haryana-122001 (hereinafter referred to as the "Land Owner") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, administrators, executors, legal representatives OF THE FIRST PART;

AND

M/s Yashvi Builders Pvt. Ltd. (Pan No.AABCY4794P) bearing Corporate Identification Number (CIN) U45203HR2022PTC100375, a private company incorporated and registered under the Companies Act, 1956 having its registered office at H. No. 291 Sector 17 Gurugram Tehsil & Distt Gurugram acting through its Authorised Representative, Mr. Mohd Anees bearing Adhaar No. 8804 4920 0724 authorised vide Board Resolution dated 18-03-2023 (hereinafter referred to as "Developer") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its respective administrators, executors, legal representatives, Successors OF THE SECOND PART;

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

WHEREAS:

- A. Land Owner collectively owns and are in physical possession of the land bearing Khewat/Khata No. 863Min/593 Khewat No. 874 Min Rect. No. 37, Killa No. 1(7-0), 2(8-0), 9(8-0), 10(7-0), 11(7-0), 20(7-0), 21/1(1-15) field 7 land measuring 45 Kanal 15 Marla (5.71875 acres), situated within the revenue estate of Village Farrukh Nagar, Tehsil Farrukh Nagar, Distt. Gurugram, Haryana Vide Fard Jamabandi Year (2021-22) 2011-2012 (hereinafter known as "Said Land").
- B. That the Developer shall develop a Residential Plotted Colony under 'Deen Dayal Jan Awas Yojna' on the Said Land. In the said residential plotted colony, the Land owner will be entitled to 55% of the total developed plotted area including commercial component & EWS component on the said land as per the sanctioned/approved Layout plan and the developer will be entitled to 45% of the total developed plotted area including commercial component & EWS component on the said land as per the sanctioned/approved Layout plan.
- C. That parties herein agree that Developer shall pay Rs. 50,00,000/- per acre which comes

Page 2 of 20

For YASHVI BUILDERS PVT. LTD.



Authorised Signatory

Reg. No.

Reg. Year

Book No.

4459

2022-2023

1

Rs 2,85,5
Rs. 30,00,
remaining



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- RAKESH KUMAR PARMOD KUMAR

उप/संयुक्त पंजीयन अधिकारी

दावेदार :- thru MOHD. ANEESOTHERMS YASHVI BUILDERS PVT LTD

गवाह 1 :- PARTAP SINGH NAMBARDAR

गवाह 2 :- JEET SINGH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4459 आज दिनांक 27-03-2023 को बही नं 1 जिल्द नं 109 के पृष्ठ नं 19.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2104 के पृष्ठ संख्या 25 से 27 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 27-03-2023

उप/संयुक्त पंजीयन अधिकारी(फरुखनगर)



Rs 2,85,93,750/- as Non-refundable Security Deposit to the land owner. Out of which, Rs. 30,00,000/- paid to the land owners through NEFT/RTGS dated 20.03.2023 and the remaining amount i.e. Rs. 2,55,93,750/- shall be paid to the land owner through post-dated cheques dated 22.06.2023 as detail mentioned below:-

S. No.	Land Owner	Amount	Cheque No	Date	Bank
1.	Rakesh Kumar	15,00,000/-	NEFT	20.03.2023	IDBI Ltd
2.	Parmod Kumar	15,00,000/-	RTGS	20.03.2023	IDBI Ltd
3.	Rakesh Kumar	1,26,53,906/-	050334	22.06.2023	IDBI Ltd
4.	Parmod Kumar	1,26,53,906/-	050333	22.06.2023	IDBI Ltd
5.	Rakesh Kumar	1,42,969	TDS		
6.	Parmod Kumar	1,42,969	TDS		
Total		2,85,93,750/-			

That the sum of TDS of the abovesaid amount i.e. 1% will be deposited by the Developers in the Income Tax Department against the PAN Number of the Land Owners.

- D. That the Developer undertakes that the abovementioned post dated cheques will be encashed upon its due presentation by the land owner. In case, the said cheque will not be encashed on time, same shall be amounts to breach of this collaboration agreement and the present collaboration will be cancelled without any further correspondence.
- E. That the Developer herein is a reputed real estate company and holds sufficient expertise in the development of affordable Residential plotted Colonies under Deen Dayal Awas Yojana.
- F. That the Land Owners now intend to utilise the Said Land for developing it in to a Residential Plotted colony under Deen Dayal Awas Yojana but have financial constraints and also lack expertise in the development/ construction thereof and similarly the developer is already developing residential plotted colony under Deen Dayal Awas Yojana on the adjacent land of the first party. The Developer have approached the land owner with the request and representation to integrate the land of the land owner with the land of the developer for development of residential plotted colony under Deen Dayal Awas Yojana, thus the parties hereto have mutually agreed to collaborate for the purpose



Rakesh Kumar Parmod Kumar

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

of development upon the Said Land of the Land Owners hereinafter known as "Said Project").

- G. That the parties hereto contemplate that the Said Land is declared and notified as eligible for development into a residential plotted colony/commercial project in the Master plan for the area.
- H. The parties herein, in good faith and relying upon the representations, assertions and assurances made to each other have agreed to develop the Said Land into a plotted colony and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing.

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

1. DEFINITIONS

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

"Said Land" shall mean the property owned by Land Owner 1 and Land Owner 2 collectively comprising to **45 Kanal 15 Marla**, in the present Agreement at which the Developer intent to develop the Said project.

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

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

"Remaining Balance" means the balance payment of the expenditure to be incurred towards External Development Charges and Internal Development Charges i.e.

Rajesh Kumar Sharma, U.C.

Page 4 of 20

For YASHVI BUILDERS PVT. LTD.



[Signature]

Authorised Signatory

EDC&IDC to be paid to the concerned authority.

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

"Applicable Law" includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority (or any sub-division thereof), statutory authority, tribunal, board or court.

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

2. INTERPRETATIONS

- (a) Any reference to this Agreement shall mean and include the entire Agreement including all its Schedules.
- (b) Any reference in this Agreement including all its Schedules to any statute or statutory provision shall be construed as including a reference to that statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

Pankaj Kumar Sharma



Page 5 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

- (c) Unless the context of this Agreement otherwise requires:
- a. The headings are used for convenience and ease of reference and shall not affect the construction or interpretation of any provision of this Agreement;
 - b. Reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to the other gender;
 - c. References to the Recitals, Clauses and Schedules shall be deemed to be a reference to the Recitals, Clauses and Schedules of this Agreement;
 - d. References to any enactment are to be construed as referring also to any amendment or re-enactment, any previous enactment that such enactment has replaced (with or without amendment) and to any regulation or order made under it;
 - e. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the short title of the statute or full title of the regulation.

3. PURPOSE AND INTENT

- (a) The Land Owners hereby agree and intend to utilize their Said Land for development of residential plotted colony under Deen Dayal Awas Yojana.

4. POSSESSION OF THE SAID LAND

- (a) The Land Owners shall transfer the peaceful and vacant possession of the Said Land to the Developer simultaneously to obtaining of LOI, for the development of the Said Project, by the Developer, to enable the Developer to carry out its obligations under this Agreement. To avoid delay, the possession of the Said Land shall be deemed to be have been delivered on obtaining LOI by the developer and no formal possession letter shall be required.
- (b) Upon the delivery of the physical possession of the Said Land shall remain with the Developer and in the event of any dispute, not related to the parties hereto, arising with any third party relating to title, possession, and/or tenancies pertaining to the Said Land

Prakash Kumar Sharma, U.A.



Page 6 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

or any part thereof, the same shall be settled and resolved by the Land Owners at their own cost and risk and the possession of the Said Land to the Developer shall not be disturbed by the LAND OWNERS. That the possession shall remain subject to the terms, conditions of the present agreement.

5. EXPENSES FOR DEVELOPMENT OF THE SAID LAND

- (a) That all the approvals/ CLU/ License for residential/ commercial, sanctioning of the Zoning Plan/ site plan and completion thereof shall be the sole responsibility of the Developer and all the expenses shall be borne by the Developer itself. The project shall be commenced only after the legal and valid sanctions are obtained from the competent authorities.
- (b) That the developer shall be liable to pay the external development charges, internal development charges and all other charges, dues etc. imposed by the state or any of its departments in present or in future, the entire project including the share of the land owners. The developer shall also be liable to pay all the above mentioned charges qua the share of the land owners and at no point of time, the land owners will be liable to pay the said charges or shall the said charges be recoverable from the land owners by the developer. That in case any penalty is imposed by the state or any of its department on account of non-payment of the above mentioned charges, qua the Said Land or the allotted share of the land owners then in such an eventuality the developer shall be liable for the same and shall also keep the land owners indemnified in this regard. However in case, the land owners alienate/sell/transfer the area under their allocation or any part of it, then the developer shall be entitled and shall be well within its rights to claim, obtain and recover the EDC/IDC, club membership, parking and all other such charges from the purchasers, nominees, transferees of the area falling under the share of the land owners. The land owners shall have no objection to this effect. The above entitlement of the developer is subject to exception that the area retained by the land owners themselves or their nominees, shall not be liable to pay any amount of EDC/IDC or enhancement thereof etc and club membership, parking and all other such charges.
- (c) That all expenses on development, construction and provisioning of infrastructure facilities and services in relation to development of the SAID LAND shall be borne by the DEVELOPER.

Prakash Kumar Sonpal, M.



Page 7 of 20
For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

6. LAND OWNERS SHARE AND AREA ALLOCATION

- (a) That the LAND OWNERS will be entitled to 55% of the total developed plotted area including commercial component & EWS component on the said land as per the sanctioned/approved Layout plan. The allocation of the land owners shall be made from the Said Land only. The That this area, hereinafter referred to the owners' allocation refers to only actual plotted area and expressly excludes common areas, area utilized for infrastructure etc.
- (b) That the developer will be entitled to 45% of the total developed plotted area including commercial component & EWS component on the said land as per the sanctioned/approved layout plan.
- (c) That the plotted colony so developed over the Said Land or any part of it, shall also include a commercial component, such markets, shops, malls etc.
- (d) In case Said Land or any part of it is not utilized by the developer for the development or any part of the Said Land is excluded from the license or the any part of the Said Land is acquired, then in such aforesaid eventualities the area to be allotted to the land owners shall not be proportionately diminished or deducted. The land owners, despite of occurring of aforesaid eventualities, shall remain entitled to 55% per acre residential and commercial area of Said Land. In case of occurrence of aforesaid eventualities, the developer shall remain entitled to the un-utilized part of the Said Land or compensation of the acquired land or title of the un-licensed part of the Said Land as the case may be.
- (e) That the allocation of the land owners share shall be chosen by both parties within one month from the sanctioning/approval of layout plan. That the developer shall further inform in writing to the land owners about the sanctioning/approval of the lay out plan along with a copy of the letter(s) and copy of the sanctioned/approved plan, issued by the concerned department. Thereafter, the land owners and developer will mutually choose the area as per their entitlement from the sanctioned/approved layout plan. The developer will issue the allotment letter of the plots falls in the share of the land owners.

Prakash Kumar Sharma



Page 8 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

- (f) The inter-se division of the plotted area allocated to the Land Owners in proportion to their respective shares in the Said Land shall be the mutual responsibility of the Land Owners themselves and same is done at the time of allocation of share of the land owners. The land owners shall submit the inter se division of their allocation to the developer and the developer shall issue allotment letters and plot buyers agreement of specific plots to the respective land owners as per their inter se division. In case, the land owners fail to submit their inter-se division, then the developer may issue allotment letters and settle the allocation of the land owners jointly within 45 days of grant of RERA approval from the HARERA.
- (g) That the developed plots of various sizes and locations shall be allotted to the Land Owners in the area developed on the Said Land, in the manner stated above.
- (h) That once the layout plan is sanctioned/approved and area of the land owners is allocated, the sanctioned/approved layout plan cannot be changed without written permission of the land owners.
- (i) The Developer shall further demarcate the plots of various sizes and locations so identified by the Parties, in the manner stated above, to handover the actual physical possession of the share of the Land Owners, within 10 days from the date of grant of completion certificate from the competent authority.
- (j) That the developer shall tentatively demarcate and identify the share of the land owners in the draft copy of the lay out plan of the colony. The said identification of the share of the land owners, however would not be final and shall be subject to the sanctioned/approved lay out plan, owing to possibility of changes in the final sanctioned lay out plan. After, the sanctioning/approval of layout plan, the developer shall demarcate and identify the share of the land owners in the copy of the final sanctioned/approved layout plan of the colony. The developer shall further inform the land owners about the sanctioning/approval of the lay out plan along with a copy of the letter(s) and copy of the sanctioned/approved plan, issued by the concerned department. That after demarcation of the share of the land owners share, the developer shall issue allotment letters and

Robert Kumar Sharma, M.L.



[Signature]

- (f) The inter-se division of the plotted area allocated to the Land Owners in proportion to their respective shares in the Said Land shall be the mutual responsibility of the Land Owners themselves and same is done at the time of allocation of share of the land owners. The land owners shall submit the inter se division of their allocation to the developer and the developer shall issue allotment letters and plot buyers agreement of specific plots to the respective land owners as per their inter se division. In case, the land owners fail to submit their inter-se division, then the developer may issue allotment letters and settle the allocation of the land owners jointly within 45 days of grant of RERA approval from the HARERA.
- (g) That the developed plots of various sizes and locations shall be allotted to the Land Owners in the area developed on the Said Land, in the manner stated above.
- (h) That once the layout plan is sanctioned/approved and area of the land owners is allocated, the sanctioned/approved layout plan cannot be changed without written permission of the land owners.
- (i) The Developer shall further demarcate the plots of various sizes and locations so identified by the Parties, in the manner stated above, to handover the actual physical possession of the share of the Land Owners, within 10 days from the date of grant of completion certificate from the competent authority.
- (j) That the developer shall tentatively demarcate and identify the share of the land owners in the draft copy of the lay out plan of the colony. The said identification of the share of the land owners, however would not be final and shall be subject to the sanctioned/approved lay out plan, owing to possibility of changes in the final sanctioned lay out plan. After, the sanctioning/approval of layout plan, the developer shall demarcate and identify the share of the land owners in the copy of the final sanctioned/approved layout plan of the colony. The developer shall further inform the land owners about the sanctioning/approval of the lay out plan along with a copy of the letter(s) and copy of the sanctioned/approved plan, issued by the concerned department. That after demarcation of the share of the land owners share, the developer shall issue allotment letters and

Refer to Annexure for more details.



[Signature]

execute plot buyer's agreement of the plots/commercial area falling within the share of the land owners within 45 days from the grant of permission of sale of plots by HARERA.

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

7. AUTHORIZATIONS

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

Paper signed by P. M. A. M.



Page 10 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

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

8. LAND FREE OF CHARGES AND LIENS

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

9. CONSIDERATION

- (a) That the allotment of the land owners' allocation i.e 55% of developed residential and commercial area per acre of Said Land, after development of the proposed colony and the submission and provision of the Said Land to the Developer for the development of the same into a plotted colony and the rights and title of the developer qua the land/project, except the land owners' allocation, remains consideration qua each other for entering into the present collaboration agreement, between the parties hereto.
- (b) That in case the developer is unable to obtain the license within the period of 18 months from the period specified below, same shall amounts to breach of this collaboration agreement and the non-refundable security amount paid to the land owners mentioned above shall stand forfeited and this collaboration agreement also stands terminated. Upon breach and termination of this collaboration agreement, the developer shall be left with no right, title and interest in the said land of the land owners.

10. THE TIME FRAME

Prakash Kumar *Prashant*



Page 11 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

- (a) That the parties hereto agree and acknowledge that the various time periods mentioned herein below for obtaining LOI/License/completion of project are subject to Said Land.
- (b) That the Developer shall be bound to obtain the License and RERA Approval for the proposed project within 12 months from the date to execution of this collaboration agreement. In case the developer fails to obtain the License and RERA Approval within the above-mentioned period of 12 months, then the present agreement shall stand cancelled and terminated and amounts shall stand forfeited.
- (c) The Developer shall offer the actual physical possession of the fully developed plotted area to the Land Owners of the Owner' Allocation within 18 months from the date of grant of License for the Said Land or after obtaining completion certificate, whichever is earlier.
- (d) That the Developer shall offer the possession of the plots falling to the share of the land owners, prior to the offer of possession being made by the developer qua the plots falling in its share to its transferees/alienees/allottees.

11. DELAY IN ALLOCATION OF OWNERS SHARE

- (a) That any delay, in handing over the fully developed and completed plotted area of land owners allocation within 18 months from the date of grant of License for the Said Land or after obtaining completion certificate, whichever is earlier, as agreed herein, the developer shall liable to pay Rs. 200 per Sq. yd. per month of the owners allocation till the delivery of actual physical possession.

12. UNDERTAKINGS OF THE LAND OWNERS

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

- (a) That the land owners shall use the plot buyer agreement and the documentations, brochures as being used by and provided by the developer for sale/transfer of the plots falling in the share of the land owners. That during the subsistence of this Agreement,

Peter Kumar Palma



Page 12 of 20
For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

they shall not sell, partition, gift, mortgage, lease, pledge or encumber or in any manner deal with the Said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the Said Land in any manner, whatsoever.

- (b) That they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever, subject to the terms and conditions of the present agreement. They shall not cancel the power of attorneys executed or to be executed in favour of the developer except in case developer fail to obtain licence and RERA approval within 12 months from the date of execution of this collaboration agreement.
- (c) That on the sanctioning/approval of Zoning Plan and Layout Plan, the Developer shall demarcate the area of the land Owner's and issue the Allotment Letters/ issue the Plot Buyer Agreements. The owners shall execute the General Power of Attorney and Special Power of Attorney in favour of the Developer or its Nominee in terms of the present Collaboration Agreement, on simultaneously with the execution of this collaboration agreement.

By this sequence, the owner shall get its entitlement of plotted area, and as the owner is the registered owner of the land, out of which the plots have been carved out and Allotment Letter pertaining to the developed plot is issued by the Developer, as such Owners shall become full-fledged owner as far as the entitlement and ownership is concerned. On the other hand, the Developer on the strength of the present Collaboration Agreement supported by the registered general Power of Attorney & Special Power of Attorney and clubbed with the possession of land also becomes legally and lawfully entitled to develop the Said Land and to sell the developed land, plot, commercials in respect of the Developer's Share other than the Owners' share. The Developer is not entitled to mortgage the Said Land. However, the purchasers of the plots falling in the developer's share may take loans to purchase such plots.

- (d) To execute an General Power of Attorney & Special power of attorney, having comprehensive powers relating to the Said Land, on obtaining the License/CLU for the proposed colony, in favour of the nominee of the developer. That the land owners shall

Pakerst Kumar *Rajendra Chandra*



Page 13 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

not cancel or revoke the said GPA and SPA, except where the developer fails to abide by the terms of this agreement. That the following powers not limited to, shall be included in the said GPA & SPA:

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

Pakshikumar Sharma, A.T.



Page 14 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

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conveyance deeds/sale deeds along-with proportionate right in the land underneath and to receive the entire sale consideration in its own name and for its own benefit and shall also issue receipts against receipt of payments / part payments and to transfer the amenities, facilities, community buildings and convenience stores, commercial space etc. in favour of such persons as it may deem fit and receive sale consideration in its name against the sale and also receive other incidental charges as may be more particularly mentioned in the Application form / any other agreements. That all the bookings of plot, Execution of Plot Buyer Agreement and all other transaction by the Developer shall always remain subject to the performance and completion of the project under this Collaboration Agreement.

- v. To commence or institute or defend or respond to on behalf of the Land owners before any court in India and/or any governmental authority, directorate, forum, quasi-judicial authority, police authority, tribunal/administrative or departmental authority any notice, summons, suit, writ, injunction, investigation, criminal proceedings or other legal actions or proceedings related to the Said Land.
- vii. To execute such deeds or documents as are deemed necessary for sale or such other transfer of rights, title, interest and lien thereby creating third party right, title and interest over the developed plotted share of developer and construction thereon including execution of Sale Deed of plots developed built over the Said Land, and present the same for registration before appropriate authority including concerned Registrar of Assurances office and do all such acts, deeds or things to ensure due execution of the same.
- vii. To execute Plot Buyer Agreements or conveyance Deed with the prospective purchasers or execute Declaration with respect to the building constructed thereon over the Said Land and to receive the payments either in full or in part in its own name and give receipts thereof in its own name, as our attorney may deem fit and proper.
- viii. The Land owners hereby declare that all acts, deeds and things executed or performed under or by virtue of the above presents by the Developer as attorney, shall be binding on them and ratified as requested by the Developer.

For YASHVI BUILDERS PVT. LTD.


Authorized Signatory





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

13. UNDERTAKINGS OF THE DEVELOPER

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

- (a) to file applications, declarations, etc. in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/state Government and other authorities under the relevant laws for development of the Said Land.
- (b) To identify and demarcate the Land Owners share as stipulated in clauses above.
- (c) To engage, at its own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- (d) To be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the Said Land in terms of this Agreement.
- (e) Not to take any loan upon the Said Land or to mortgage the Said Land

14. MISCELLANEOUS

For YASHVI BUILDERS PVT. LTD.


Authorised Signatory

Rakesh Kumar Sharma



- (a) That in case any charge or deficiency is found in the title of the Said Land, the Land Owners undertake to get the Said Land released from such charge and /or remove the deficiency within a reasonable period.
- (b) The Developer shall have the right to integrate additional land with the Said Land of the Land Owners, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owners agree not to raise any objections or interfere in this. That the developer shall not out rightly sell/alienate/assign the entire project to any other person/company.
- (c) The Developer shall have the absolute right and authority, to sell, transfer, assign, deal in any manner with the plotted area which comes to the share of the Developer in terms of the present Collaboration Agreement and also to receive advance, earnest money, sale consideration and /or all other payments, as the case may be, as provided herein, in respect of the Developer's share.
- (d) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owners and Developer, save and except what is specifically provided for under the terms of the present Agreement.
- (e) This agreement is save and except in the circumstances specifically provided herein.
- (f) That the developer shall be entitled to name the project and to market, advertise the project as well and the land owners shall have no role in the same.

15. REGISTRATION & ADDITIONAL CLEARANCES

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

Prakash Kumar Sharma



Page 17 of 20

For YASHVI BUILDERS PVT. LTD.

[Signature]

Authorised Signatory

16. COMPLETE UNDERSTANDING

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

17. JURISDICTION

(a) In the event of any dispute or difference arising between the Parties hereto, relating to OR connected with this Agreement OR claims pertaining thereto OR as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably. However, in the event such disputes/differences cannot be amicably resolved. The Courts at Gurugram and the Hon'ble Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction on all matters relating and incidental to this agreement.

(b) That the present Agreement will remain binding upon both the Parties, their respective heirs & successor.

18. FORCE MAJEURE

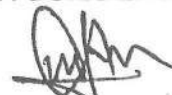
(a) Non-performance by either of the parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given to the other party.

19. NO TERMINATION

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

20. INDEMNIFICATION

For YASHVI BUILDERS PVT. LTD.



Authorized Signatory



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

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

DEVELOPER

M/s Yashvi Builders Pvt. Ltd.

For YASHVI BUILDERS PVT. LTD.



Authorised Signatory

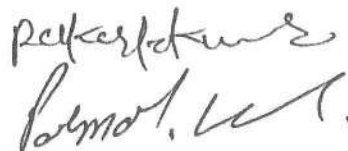
Authorised Signatory

LAND OWNERS' SIGNATURE



Rakesh Kumar

Parmod Kumar



WITNESSES:


(1).

501444

प्रताप सिंह नम्बरदार
गाँव शेखपुरा माजरी
तह. फरुखनगर, जि. गुरुग्राम

(2)

जीत पुत्र विहारीलाल
निवासी जेहदपुरा जेहदपुरा
Jeesingh


21/03/2023.

Draft by:
PREM SINGH
Advocate
Distt. Court, Gurugram



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAKESH KUMAR
RAJ KUMAR

25/09/1968
Permanent Account Number
AVUPS2928N

Rakesh Kumar
Signature




आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PARMOD KUMAR
RAJ KUMAR

28/08/1973
Permanent Account Number
ABFPK4676A

Parmod Kumar
Signature




भारत सरकार
GOVERNMENT OF INDIA

राजेश कुमार
Rakesh Kumar

जन्म तिथि/DOB 25/09/1968
पुरुष / MALE

6580 3354 9688

भारत - आम आदमी का अधिकार




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9230 9537 5164

1800 300 1047 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1047 Bangalore-560 001

भारत सरकार
Government of India

मोहम्मद अनीस
Mond Anees

जन्म तिथि/DOB: 08/07/1991
पुरुष / MALE

Download Date: 08/09/2020

Issue Date: 04/09/2018



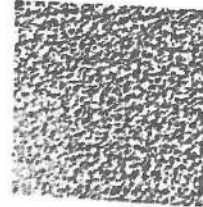
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VID : 9119 0452 1489 1899
मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

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Uttar Pradesh - 228119

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VID : 9119 0452 1489 1899



भारत सरकार
GOVERNMENT OF INDIA

पारमोद कुमार
Parmod Kumar

जन्म तिथि/DOB 28/08/1973
पुरुष / MALE

9230 9537 5164

भारत - आम आदमी का अधिकार


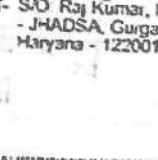



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- JHADSA, Gurgaon, Haryana - 122001

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Rakesh Kumar

Parmod Kumar