Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 04/09/2023

Certificate No.

G0D2023I1413

GRN No.

106706327



Stamp Duty Paid: ₹ 257900

₹ 0

Penalty: (Rs. Zero Only)

Seller / First Party Detail

Name:

Matrix Buildwell Pvt ltd

H.No/Floor: 77

Sector/Ward: 44

LandMark:

Ramada hotel

City/Village: Gurugram

District: Gurugram

Phone:

85*****14

State:

Haryana

Buyer / Second Party Detail

Name:

North star Towers Pvt Itd

H.No/Floor: 77

Sector/Ward: 44

LandMark: Near ramada hotel

City/Village: Gurugram

District: Gurugram

State:

Haryana

Phone:

85*****14

COLLABORATION AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the

COLLABORATION AGREEMENT

THIS E-STAMP PAPER SHALL FORM AN INTEGRAL PART OF THE COLLABORATION AGREEMENT ATTACHED HERETO

1. Type of Deed

: Collaboration Agreement

2. Village/City Name

: Badha, Manesar, Gurugram

3. Area

: 2K-15M

4. Stamp Duty

: Rs. 2,57,900/-

5. GRN No.

: 106706327

6. Stamp Certificate No. & Date: G0D2023I1413 Dated: 04/09/2023

For North Star Towers Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For MATRIX BUILDWELL PRIVATE LIMITED

डीड सबंधी विवरण

डीड का नाम

COLLABORATION

AGREEMENT

तहसील/सब-तहसील M

Manesar

गांव/शहर

बढा

धन सबंधी विवरण

राशि 12890625 रुपये

स्टास्प ड्यूटी की राशि 257812.5 रुपये

स्टाम्य नं : G0D202311413

स्टाम्प की राशि 257900 रुपये

रजिस्ट्रेशन फीस की राशि 50000

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Drafted By: SHRI NIWAS ADV

Service Charge:()

यह प्रतेख आज दिनाक 06-09-2023 दिन बुधवार समय 12:12:00 🖾 बजे श्री/श्रीमती /कुमारी

MS MATRIX BUILDWELL PRIVATE LIMITEDING MOHAMMED YAMINOTHER **निवास** PLOT NO 77 SEC 44 अंद्रिक्ष द्वारा पंजीकरण हेत् प्रस्तुत किया गया ।

> उप/संयुक्त पजीयन अधिकारी (Manesar) Sub Registrar Manesar (Gurgaon)

हस्ताक्षर प्रस्तृतकर्ता

MS MATRIX BUILDWELL PRIVATE LIMITED

उपरोक्त पंशकर्ता व श्री/श्रीमतो /कुमर्सी MS NORTH STAR TOWERS PRIVATE LIMITED thru DEEPAK KUMAR SHARMAOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीKAILASH SAINI पिता LAL SINGH निवासी SOHNA व श्री/श्रीमती /कुमारी SHRI NIWAS पिता .

निवासी ADV GGM ने की 🌬

साक्षी नं । को हम नम्बरदार । अधिवक्ता के रूप म जानते हैं तथा वह साक्षी न: 2 की पहचान करता है |

उपासयुक्त पंजीयन अधिकारी(Manesar)

Manesar (Gurgavii)

MANESAR

COLLABORATION AGREEMENT

THIS AGREEMENT is executed at Gurgaon on this (25 th day of September, 2023) between

M/s Matrix Buildwell Private Limited, company incorporated under Companies Act 1956 & having their Registered Office at Plot No.77, Sector 44, Gurugram-122003 through its authorized Signatory Mr. Mohammed Yamin duly authorised by Board Resolutions dated 01/09/2023 hereinafter referred to as OWNER which expression unless repugnant to the context of this agreement shall mean & include its legal representative, successor-in-interest, nominees, assignees etc.

AND

M/s North Star Towers Private Limited a company incorporated under Companies Act 1956 & having its Registered Office at Plot No.77, Sector 44, Gurugram-122003 through its Authorised Signatory Mr. Deepak Kumar Sharma duly authorized by Board Resolution dated 01/09/2023, hereinafter referred to as DEVELOPER which expression unless repugnant to the context of this agreement shall mean & include its legal representative, successor-in-interest, nominees, assignees etc.

WHEREAS the OWNER is the lawful and absolute OWNER in possession and otherwise well and sufficiently entitled to all that piece and parcel of land measuring **2 Kanal-15 Marla** i.e. **0.34375 acres** situated at Rect. No.22// Kila No.25/1/1 (min) **Village Badha**, Tehsil Manesar Distt. Gurgaon (hereinafter referred to as the "said land").

And Whereas the OWNER represents that as per the master plan of Gurgaon the said land falls in the residential zone and wants to develop the said land in keeping with the master plan, however the OWNER is not in a position to carry out the development of the said land and have approached the DEVELOPER to obtain license and develop the said land.

And Whereas the said land is contiguous to land owned by the DEVELOPER, the OWNER for proper utilisation of land, has approached DEVELOPER with an offer to make the said land as part of proposed colony.

And Whereas DEVELOPER has the expertise and resources in development of real estate and has agreed to utilize the said land for development of a group housing colony in keeping with the provisions of the local laws.

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory

For North Star Towers Pvt. Ltd.

Reg. No.

Reg. Year

Book No.

1

6462

2023-2024





पेशकर्ता

दावेदार

गवाह

उप/सयंक्त पंजीयन अधिकारी

पेशकर्ता ू :- thru MOHAMMED YAMINOTHER MS MATRIX BUILDWELL PRIVATE LIMITED

दावेदार :- thru DEEPAK KUMAR SHARMAOTHERMS NORTH STAR TOWERS PRIVATE

गवाह 1 :- KAILASH SAINI

गवाह 2 :- SHRI NIWAS

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6462 आज दिनांक 06-09-2023 को बही नं 1 जिल्द नं 316 के पृष्ठ न 143.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या । जिल्द न 2238 के पृष्ठ संख्या 51 से 54 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 06-09-2023

उप/सय्कृत पंजीयन अधिकारी (Manesar)

Manesar (Gurgaon)

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSTH as under:

- That the subject matter of this Agreement between the PARTIES is the 'said land' measuring 2 Kanal 15 Marla i.e. 0.34375 acres situated at Rect. No.22// Kila No.25/1/1 (min) Village Badha, Distt. Gurgaon for utilizing the same for development of a GROUP HOUSING COLONY in accordance with the master plan.
- 2. That in consideration of OWNER granting irrevocable power in favour of DEVELOPER for making the said land as a part of proposed colony, DEVELOPER shall allot in favour of the land OWNER residential apartment(s) admeasuring carpet area of 3500 square ft. approximate (hereinafter referred to as OWNER' S ALLOCATION) in the proposed colony.
- 3. That the DEVELOPER shall undertake the entire responsibility for developing the 'said land' with its own resources after procuring / obtaining the requisite license, permissions, sanctioned & approval of all competent authorities. The PARTIES agree in accordance with the terms & conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land & to vest in the DEVELOPER all the authorities of the OWNER as may be necessary in the discretion of the DEVELOPER for obtaining the requisite license, permission of the proposed GROUP HOUSING COLONY on the said land.
- 4. That the DEVELOPER shall be responsible for compliance of all terms and conditions of license/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana which is earlier.
- 5. The entire cost of the development of the lands shall be incurred by the DEVELOPER. It is hereby clarified that cost of development of the Project for the purpose of this agreement shall include payment of fee to architect, designers and other consultants for the project and shall include all expenses incurred on development of lands, including its leveling, laying of roads, sewer lines, water pipes lines, erection of electric poles, electric lights, construction work, payment of statutory dues, payment of EDC/IDC and provision of such further amenities, facilities, and conveniences as may be required/ considered necessary for the development of lands in the colonies.

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory

For North Star Towers Pvt. Ltd.



- 6. That this agreement comprises the right of the **DEVELOPER** to develop the said land in accordance with the terms of this Agreement & to own as property belonging to the it, market & disposes of the built-up apartments, shops, car parking slots or other sites/structures in accordance with the licence to be granted by the concerned Government authorities, at any stage of time, of the said COLONY at the will of & as may be decided by the DEVELOPER from time to time. The **OWNER** shall grant a Power of Attorney to the DEVELOPER for obtaining permission for change of land use/ License, for getting sanctioned site plans & for obtaining all approvals as may be required for raising development of the COLONY & for sale thereof.
- 7. The DEVELOPER shall be authorised to enter into agreements for sale with the prospective purchases built up apartments, shops, etc for self and as attorney of the OWNER as agreed to between the parties from time to time and shall also be entitled to receive all payments due under the said agreements from time to time from the prospective purchaser in its own name.
- 8. That the **OWNER** covenants with the **DEVELOPER** that they shall supply & provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department ,Haryana. & / such other Authority concerned with the matter & further that the OWNER shall also, within a week of the receipt of any request from the DEVELOPER , sign & execute such other documents, letters etc. as may be necessary for the development construction & completion of the said COLONY & for giving effects to the terms of this Agreement.
- 9. The **DEVELOPER** shall also be responsible for defending any suits, claims, charges etc that may be instituted or lodged against the OWNER in connection with the project for any reason whatsoever.
- 10. It is hereby agreed that if the DEVELOPER approaches the banks and/ or financial institutions for financing the project and any guarantee is to be given for finances made available to the DEVELOPER for completing the Project, the OWNER shall assist the DEVELOPER in the same and if necessary would offer suitable security for such finances obtained to complete the project.
- 11. The OWNER shall also execute Power of Attorneys in favour of the DEVELOPER Company and/ or nominee of the DEVELOPER Company to do various acts, deeds and things for and on behalf of the respective OWNER and the said power of

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory

For North Star Towers Pvt. Ltd.

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attorney shall not be revoked till the completion of entire project in all respect whatsoever.

- 12. This agreement is entered into between the parties with the object of completing the project in accordance with the licence to be granted and the parties agree and undertake to cooperate with each other and fulfill their respective obligations and continue the present association till the completion of the entire project including development and sale of all built up apartments, commercial space and all common facilities and till the possession is handed over to the respective purchasers and till all obligations as contemplated under the License granted/ to be granted is satisfied in all respect and the OWNER fulfill their respective obligations under prevalent rules and regulations as may be required to be fulfilled and observed and till the entire account of the OWNER are settled. The parties agree that OWNER shall not withdraw from this Agreement nor shall revoke or cancel this agreement for any reason whatsoever nor shall create any hindrance in any manner whatsoever for completion of project.
- 13. That the agreement shall be irrevocable and no modification/alternation etc. in the terms and conditions of such agreement can be undertaken, except after prior approval of the DTCP, Haryana.
- 14. That the OWNER has declared and represented to the DEVELOPER that the said property is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupations, claims, acquisition, mortgage, pledge and litigations whatsoever and that there are no breaches, and that the OWNER shall keep the said property free from all encumbrances till the duration and full implementation of this agreement in all respects. The OWNER have further represented to the DEVELOPER that they have not entered into any prior agreement pertaining to the said land and have also not created any third party rights in respect of the same. The DEVELOPER has entered into this agreement relying / acting upon theses declarations and representations/undertaking of the OWNER. However, in case at any subsequent stage any notice of acquisition/requisition is made than the DEVELOPER will take all steps for getting the acquisition/requisition released the OWNER will cooperate for signing all the documents.
- 15. That if there be any claim, demand, tax litigation of any nature whatsoever against the OWNER, then it is a condition of this agreement that the work of development and/or completion of the said project and/or any other matter incidental to this

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory

For North Star Towers Pvt. Ltd.

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agreement shall not at any time of during construction or after the completion or on handing over possession to the intending purchaser, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied by the OWNER and in the event of failure of the OWNER to do so, the same shall be satisfied out of OWNER share of the built up area of the project building and/or sales proceeds thereof.

16. That the parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual cooperation 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 effects to the terms of this agreement.

17. That this Agreement shall always be deemed to be subject to the usual Force Majeure clause.

18. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said premises against any attachment seizures or sales thereof.

19. That this Agreement merges and superseded all prior discussions and correspondence between the parties and contains the entire Agreement between them. No changes, modifications or alterations to this Agreement shall be done without the written consent of the parties hereto.

20. That the failure of either party of enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

21. That if any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory

For North Star Towers Pvt. Ltd.

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- 22. That the Punjab and Haryana High Court at Chandigarh and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
- 23. It shall be the endeavor of the parties to settle all disputes and differences arising under this Agreement through friendly discussion and negotiation. However in the event such dispute or difference cannot be resolved, it shall be resolved through arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modifications or re-enactments thereof and the award of the Arbitral Tribunal shall be final and binding on the parties. Arbitration shall be held at Gurgaon.
- 24. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the **DEVELOPER**.

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement on the date, month, year and place first mentioned above in the presence of the witnesses.

SIGNED AND DELIVERED BY

For MATRIX BUILDWELL PRIVATE LIMITED

WITHIN NAMED OWNER

M/s Matrix Buildwell P Ltd.

Authorised Signatury

Through Mr. Mohammed Yamin

Duly authorised by Board Resolutions dated 01.09.2023

SIGNED AND DELIVERED BY

WITHIN NAMED DEVELOPER

For North Star Towers Pvt. Ltd.

M/S NORTH STAR TOWERS P LTD.

Through Mr. Deepak Kumar Sharma

Authorised Signatory

Duly authorised by Board Resolution dated 01.09.2023

In the presence of the following

WITNESSES:

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SHRI NIWAS (Advocate

Distt. Court Gurugram Reg. No. P/1143/2008

