

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 16/06/2023

Certificate No SOP2023F303

GRN No. 103968520



Stamp Duty Paid : ₹ 767550

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Kanwar singh yadav

H.No/Floor: 00

Sector/Ward: 00

LandMark: 00

City/Village: Bambar

District: Rewari

State: Haryana

Phone: 94*****00

Others: Etc



2231
19/6/2023

Buyer / Second Party Detail

Name: Ms galaxy realcon pvt ltd

H.No/Floor: 00

Sector/Ward: 00

LandMark: 00

City/Village: Delhi

District: Delhi

State: Delhi

Phone: 94*****00

Purpose: Collaboration Agreement

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

STAMP AMT : 7,67,550
STAMP NO. : SOP2023F303
Dated : 16/6/2023
Amount : 3,83,77,500
AREA : 36 Kanal 11 Marla

COLLABORATION AGREEMENT

This COLLABORATION AGREEMENT (hereinafter "Agreement") is made and executed at Rewari on this 19 JUNE 2023

BETWEEN

Mr. Kanwar Singh Yadav (Aadhar No. 7590 3163 0906) S/O Mr. Yad Ram , Mrs. Usha Rani (Aadhar No. 6677 9864 6086) w/o Mr. Kanwar Singh Yadav and Mr. Ishan (Aadhar No. 8577 8531 5990) S/o Mr. Kanwar Singh all are R/o 8/1 Village Bambar , Sangwari, Rewari (Hr.) -123401 Now at pregent address Rzd 2/156 street no 5 mahavir Enclave Palam Village South west Delhi, Delhi 110045 owned 36 .Kanal 11 Marla Land situated in the Revenue Estate of Village Bambar falling in

For GALAXY REALCON PVT. LTD.

Authorised Signatory

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील रिवाड़ी

गांव/शहर बांम्बड़

धन संबंधी विवरण

राशि 38377500 रुपये

स्टाम्प ड्यूटी की राशि 767550 रुपये

स्टाम्प नं : s0p2023f303

स्टाम्प की राशि 767550 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:103968743

पेस्टिंग शुल्क 0 रुपये

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनांक 19-06-2023 दिन सोमवार समय 11:53:00 AM बजे श्री/श्रीमती /कुमारी KANWAR SINGH YADAV पुत्र YAD RAM USHA RANI पत्नी KANWAR SINGH YADAV ISHAN पुत्र KANWAR SINGH निवास BAMBAR द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता

KANWAR SINGH YADAV USHA RANI ISHAN

उप/संयुक्त पंजीयन अधिकारी (रिवाड़ी)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS GALAXY REALCON PVT LTD thru SINTU KUMAR JHAOTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी AKHIL ADV पिता PARMOD KUMAR निवासी REWARI व श्री/श्रीमती /कुमारी BANOD KUMAR YADAV पिता HOSHIAR SINGH YADAV निवासी DHANI MUSEPUR ने की।

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

उप/संयुक्त पंजीयन अधिकारी (रिवाड़ी)

sector-33 , Tehsil & Distt. Rewari, Haryana (hereinafter referred to as "Owner" which expression shall, unless repugnant to the context thereof, be deemed to include their heirs, attorneys, successors, and permitted assigns); All above being the party of the **FIRST PART.**

AND

M/S Galaxy Realcon Pvt. Ltd. (CIN U45400DL2007PTC165291) a company incorporated under the Companies Act, 1956 and having its registered office at NDM-2,C-807, Netaji Subhash Place,Pitampura, Delhi -110034 (hereinafter referred to as "Developer" represented through its Authorized signatory Mr. Sintu Kumar Jha (Aadhar No. 9460 1935 3879) by board resolution dated 16/06/2023 which expression shall, unless, repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the **SECOND PART.**

The "Developer/Second Part" and the "Owner/First Part" shall hereinafter be individually referred to as the "Party" and collectively as "Parties".
The Annexures to the present agreement and the Recitals herein under are an integral part of this Agreement.

WHEREAS the Owner/s Mr. Kanwar Singh Yadav (Aadhar No. 7590 3163 0906) S/o Mr. Yad Ram , Mrs. Usha Rani (Aadhar No. 6677 9864 6086) w/o Mr. Kanwar Singh Yadav and Mr. Ishan (Aadhar No. 8577 8531 5990) S/o Mr. Kanwar Singh all are R/o 8/1 Bambar , Sangwari, Rewari (Hr.) -123401 owned 1/3rd equal share jointly in Khewat No. 12 Khatoni No. 12 min Rect. No. 24 Kila No. 1 min West South Corner (2-1) , & Rect. No. 24 Kila No. 9 min West South Corner (4-0) , Rect.No. 24 Kila No. 10 min Leave East North Corner (7-17), Rect. No. 24 Kila No. 11 (8-0) , Rect. No. 24 Kila No. 12 (8-0) , Rect. No. 24 Kila No. 13/1 min leave East North Corner (6-0), Rect. No. 24 Kila No. 8/2/2/2 min South West Corner (0-1) total land measuring 35 Kanal 19 Marla . Khewat No. 7 , Khatoni No. 7 Rect. No. 24 Kila No. 18/2 (0-4) , Khewat No. 8 Khatoni No. 8 Rect. No. 24 Kila No. 19/1 (0-4) , 20/1 (0-4) both Khewat total measuring 12 Marla owned by Mr. Kanwar Singh Yadav only . Total land measuring in all the three Khewat is 36 Kanal 11 Marla (4.56875 Acres) situated in the Revenue Estate of Village Bambar falling in sector-33 , Tehsil & Distt. Rewari (Haryana) ,Jamabandi for the year 2017-18 and Mutation No. 199 and Aks Sajra of the land provided by the land owner is attached as Annexure-A) hereinafter referred to as the "Said land".

In case, the Government acquires any part of the Land which is part of the Collaboration Agreement, in that event, the Compensation of the acquired land would be claimed/drawn by the Owner.

AND WHEREAS, the Developer contemplates to develop the above said land ,by developing an "Affordable Residential Plotted Colony" under Deen Dayal Jan Awas Yojana - 2016 (DDJAY-2016) (hereinafter referred as the "Project") thereon after obtaining the requisite license from the concerned authorities and getting the approved

For GALAXY REALCON PVT. LTD.

Authorized Signatory

Reg. No.

Reg. Year

Book No.

2231

2023-2024

1



पेशकर्ता



दावेदार



गवाह



उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- KANWAR SINGH YADAV USHA RANI ISHAN

दावेदार :- thru SINTU KUMAR JHAOTHERMS GALAXY REALCON PVT LTD


गवाह 1 :- AKHIL ADV  

गवाह 2 :- BANOD KUMAR YADAV 

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2231 आज दिनांक 19-06-2023 को बही नं 1 जिल्द नं 661 के पृष्ठ नं 179.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 9846 के पृष्ठ संख्या 36 से 51 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 19-06-2023


उप/सयुंक्त पंजीयन अधिकारी(रिवाडी)

layout from the competent authority. However, if due to any circumstances like density for setting up of Deen Dayal Jan Awas Yojana not being available, the Developer is free to choose other government scheme(s) with mutual written consent of Owner/s.

AND WHEREAS the Owner/First Part are not fully equipped to execute and complete the work of development and construction of the proposed project and have approached the Developer/Second Part who is engaged in the development and constructions of residential plotted colony /township and is well-experienced in the, line of business and as such the Owner wish to collaborate with the developer in the execution and completion of the said project on the said land in terms of the license and approvals granted.

AND WHEREAS the Owner/First Part assure and declare that they are the legal and absolute owner of the Said Land and have full rights to enter into this collaboration agreement with the Developer/Second Part and there is no dispute/family dispute, litigation, charge, mortgage or any third party's interest created of any nature.

AND WHEREAS the Developer, relying upon the aforesaid representations, assurances and declarations given by the Owner, has agreed to undertake the development, execution, marketing, and completion of the said Project as may be licensed by the competent authority (hereinafter referred to as the "said Project") on the said land on the terms and conditions hereinafter appearing herein under.

NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:

1. That the subject matter of this Collaboration Agreement between the Owner and the Developer regarding the total land admeasuring **36 Kanal 11 Marla** as stated above to the present Agreement for utilizing the same for Development of an **Affordable Residential Plotted Colony Project "Deen Dayal Jan Awas Yojana"**

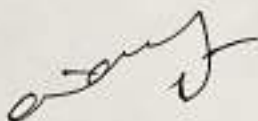
The Developer M/s Galaxy Realcon Pvt. Ltd., shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, Chandigarh whichever is earlier.

2. That it is acknowledged and confirmed by the parties that the present Agreement is for development of the subject land and does not constitute sale of the land and hence the Owner shall continue to be the owner of the subject land.
3. That the Owner has declared and represented to the Developer that there are no 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, litigations and the Owner shall keep the title of the said land absolutely

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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. The Owner shall not create any obstruction or impediment in the development of the said project.

4. That in case said land or any part thereof comprised in and subject matter of this Agreement declared 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 causes 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 Plotted land/built-up/unbuilt-up 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 Plotted land/built-up/un-built-up 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. In case the Owner's share is constructed, such losses, damages shall be first adjusted/recovered from the Owner's share of the area of project and/or proceeds thereof under this Agreement.
5. That if, Owner's title or rights of possession are 'challenged in any Court of law, thereby any claim, demand, tax litigation or any other court order of any nature whatsoever, as stated in preceding clause, 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 commencement or on handing over possession to the Developer, 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 at the desire of the Developer, the Owner shall execute irrevocable General Power of Attorney (GPA) and/or Special Power of Attorney (SPA) and/or any other document or papers in favour of the Developer or it's nominee to enable the Developer to apply for regulatory approvals, licenses, sanctions, completion certificate and no objections for development of the said land is required and to development / constructions thereon as agreed hereto. it is specially agreed that that the use of GPA for sale and transfer of Residential Plots/Commercial Area can only be made after receipt of license and sanctioning of layout plan of the colony and allotment of owner share. This being the condition precedent for use of GPA for the purpose of sale/transfer of plots .However, in the event, any other/further document in respect of said land is required, the Owner must sign the same to enable the Developer to obtain the necessary license/permission and complete the development of the said Project on the said land. The Owner shall sign the same without raising any objection in any manner whatsoever and



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within the stipulated period. In case if presence of owner is require before any Govt. Authority/local body/department/court etc. in respect to requisite permission /clearance /sanctions/ approvals /license for development of the said project then the owner shall not deny for the same and appear within stipulated time period If, at any stage any previous Agreement/collaboration/development Agreement executed by the Owner with any third party or any advance taken by the Owner in relation to the said land or any part thereof is noticed and the project is delayed, and it shall be sole obligation of the Owner to settle all such claim/claims at their own cost and the Owner do hereby keep the Developer indemnified against all such claims.

7. That the Developer, relying upon the aforesaid representations, assurances declaration and undertakings given by the Owner, undertakes to develop the said Land, at its own cost and expenses, and with its own resources after procuring/obtaining the requisite Permissions/License/CLU, sanctions, and approvals from all Competent Authorities and thereafter to develop the said land, after getting the approval from the concerned authorities. The owner agrees in accordance with the terms and conditions herein recorded to place at the complete disposal of the Developer, the said Land. It is to state here that the actual possession of Land at the time of execution of this Collaboration Agreement is for the purpose of obtaining license and CLU, and in case, the license and CLU for plotted colony is not obtained, the Developer shall cease to have any right or to retain the possession of the Land in any manner.
8. That the approved layout plan for the said Project shall be in accordance and in conformity with the Zoning Plan and the rules and by-laws of the Director General, Town & Country Planning, Haryana, or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area.
9. That the Developer shall proceed to have suitable layout plan prepared for the proposed said Project and get them approved /sanctioned from the Competent Authorities. For this purpose, the Developer undertakes to engage and employ Architect(s) or Consultant(s) at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director General, Town and Country Planning, Haryana, or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/License/CLU, sanctions and approvals for the development on the said Land, the proposed said Project in accordance with the applicable Zoning Plans. However, the Developer shall be entitled to make or agree to such variations in the layout plan as may be required or considered by the Developer desirable or necessary.
10. That the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals thereto shall be wholly to the account of the Developer.




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11. The Statutory Payments payable to the Government on Account of External Development Charges (EDC) shall be borne by the Developer and Bank Guarantees towards External Development Charges (EDC) and Infrastructure Development works (IDW), if any demanded by the Competent Authority shall be furnished by the Developer. The developer may mortgage the land area in lieu of bank guarantee on account of EDC and IDW in favour of DTCP, Haryana Chandigarh only. However, Developer shall **not** mortgage any part of land to any Bank/FI for Loan/BG etc. before obtaining license, sanctioning of Layout Plan and allocation of owner's share. Though, after allocation of owner's share, Developer can mortgage only his share of land to any Bank/FI.
12. That the Owner shall, render to the Developer all necessary assistance and undertakes to sign all applications, representations, petitions, indemnities, affidavits, letters, plans and all such other documents including Power of Attorney(s), as the Developer may require in its name or its nominee for the purpose of submitting applications to the various authorities for requisition of License/CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of Developer's Allocation in the said Project and for all purposes mentioned in the draft of Power of Attorneys approved by parties hereto till the duration and full implementation of this Agreement in all respects.
13. That the Owner shall assist the Developer to defend and otherwise respond to any proceeding(s) that may be initiated by any person(s) in respect to any portion of the said Land which may be instituted at any time hereafter before any Court or other authority and all costs in this regard shall be borne by the Owner if such proceeding pertains to the defect in Ownership or title of the Said Land.
14. Simultaneously, on signing of this Collaboration Agreement, the Owner has handed over the actual peaceful possession of the said Agriculture Land as and where it is to the Developer for purposes of developing, construction and marketing the said Project agreed to be developed under these presents and to enable the Developer to discharge its part of obligations. It is clarified that on execution of this Agreement, the Developer shall be entitled to enter upon the said Land, survey the same and carryout the work of development/construction, and completion of the said Project on the said land and put up their hoarding/sign boards at site to show its presence/interest in the said land with the legend that the Project is to be developed and constructed, wherein the public is free to book the plots in conformity with the lay out plans approved by the Competent Authority only after obtaining the CC (Completion Certificate) for the project and to have site office thereon for day to day work of the project. The handing over of the possession by the Owner to the Developer is irrevocable and the possession of the said land once delivered/handed over to the Developer for the purpose of development of land shall not be disturbed or interfered with/by the Owner or his/their representative. However, this would remain subject to the obtaining of



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LOI and Layout Plan, and in case for any reason, the Project is not conceived, the Developer shall have no right to possess the demised Land. Notwithstanding anything contained in this Agreement, the possession of the Said Land will be restored to the Owner if the Developer fails to obtain the eligibility confirmation/Letter of Intent (LOI) from DGTCP ("Eligibility Letter") within Nine (9) months from the date of this agreement and complete all the development work and obtain the Completion Certificate within Eighteen (18) months from the date of issuance of license.

That, in case of any delay due to whatsoever reason for obtaining Completion Certificate within Eighteen (18) months from date of issuance of license then Owner is entitle to claim Rs. 1,00,000/- (Rupees One Lakh only) per acre per month from the Developer/Second Party till the month of issuance of Completion Certificate .

That, notwithstanding anything contained herein, this agreement shall be subject to force majeure circumstances, such as, acts of God, earthquake, fire, flood, war, strike, lockout, riots, Corona, civil commotion and /or any other factor beyond the control of the Developer and also subject to Govt. regulations in force, from time to time. In that case, this period shall not be considered while calculating the time period as given in this agreement.

15. That the Owner in consideration of providing the said land and part of the deliveries/obligations under this Agreement and Developer develop the Said Project under this Agreement, the parties have agreed to divide the total saleable area in the following manner:

OWNER'S ALLOCATION	<p>Fully developed residential plotted and commercial area :</p> <p>Residential: Residential Plotted area measuring 1730 Sq. Yards per Acre out of total residential saleable area.</p> <p>Commercial: 50 % of the saleable commercial area (as per government policy) in proportion of land contributed by owner against total land of developer.</p> <p>Formula=</p> $(50 \% \text{ of saleable commercial area}) \times \frac{(\text{Collaborated Land of owner})}{(\text{Total land})}$ <p># Total Land = Collaborated owner Land + Land of Developer.</p>
DEVELOPER'S	Balance of developed residential and commercial area

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ALLOCATION

or any other saleable area

- (a) It has been agreed between that the developer shall endeavour to make the allocation of owners share within the land contributed by the owner, as such on issuance of allotment letter of the owners share and the owner being **registered owner of the land** would be legal and lawfully entitled to sell transfer or retain its allocated area as full-fledged owner of the plot/s. In case, as per Government norms, conveyance deed/sale deed or any document/s is required to be executed in favour of land Owner or Developer, then expenses of registration charges, stamp duty or any other charges of their respective allotted share will be borne by the respective party.
- (b) It is further agreed that immediately on receipt of the Layout Plan and Zoning Plan of the Colony, the Allocation of the Owner Share would take place for the Plotted Area of Residential and also of the Commercial Area. It is further agreed that thereafter the Developer shall be at liberty to sell its part of Allocation, and at the same time, the Owner shall also be entitled to sell from his part of Allocation only after obtaining Completion certificate. Further that if any area remains saleable after the above said allocation then the proceeds of that entire area shall be retained by Developer only.
- (c) If any area will be frozen by Department of State of Haryana, under DDJAY Policy, then it is agreed that the frozen land shall be shared between the Owner & Developer in proportion to their allocation.
- (d) It is however made clear that the Owner contributed the said Land to this collaboration in consideration of residential developed area measuring 1730 Sq. Yd. per acre in the residential saleable area and proportionate commercial area to the extent of 50% as against the Contributed Land of the Owner as per the available Commercial Component.
- (e) It has been agreed that the Allocation of the Owner's Share would be from their Contributed Land, as such, the Owner would be entitle to sell his share of Allocation on the basis of his title and the Allotment Letter issued by the Developer Company. It is also agreed that all the basic amenities and infrastructure provided/constructed by the Developer in the **Plotted Colony** which also include the Land of owner (Annexure) shall be legally and legitimately used by the Owner and also the persons who purchase the Plotted Area from the Owner's Share.
- (f) That all the residential plots and commercial area, i.e. corner, three sides open or park facing or any facing etc. shall be divided in the ratio of allocation of area between owner and developer.
- (g) It is however made clear that none of the parties of this agreement whether owner or developer shall not take advances or booked the plots to

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prospective buyers before getting the Completion Certificate from the office of Director Town & Country Planning, Haryana, Chandigarh. However, after obtaining the completion certificate of the project then the owner of land shall be at liberty to sell the plots of their share or carry out construction of floors & before starting construction; obtain necessary approval of building plans from competent authorities.

- (h) Besides that, Developer is also making the interest free refundable security deposit of Rs. 20,00,000/- (Rupees Twenty Lakh only) per acre by way of RTGS. The detail for the same are as under:

Sr. No.	In favour of	Bank	Dated	RTGS UTR No.	Amount
1	KANWAR SINGH YADAV	IDFC BANK	15.06.23	FDRLR52023061500501392	31,45,834/-
2	USHA RANI	IDFC BANK	15.06.23	FDRLR52023061500499943	29,95,834/-
3	ISHAN	IDFC BANK	15.06.23	FDRLR52023061500500771	29,95,834/-
				TOTAL	91,37,502/-

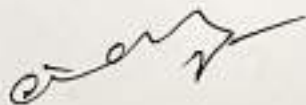
- (i) The Owner shall refund said security as and when developer handover the allotment letter to the Owner in respect to Owner's allocated area as fully Developed Plot/(s), and on receipt of Completion Certificate (C.C.).
- (j) The developer shall endeavor to allot plot in favour of the land owner, however, if due to various sizes of the developed plots in the Project, the exact Land owner's Allocation cannot be allotted, in that event the area remains short fall to the plot size would be paid by owners to the Developer and similarly the owners can claim the market value of the un-allotted area which is of not the plot size.
16. It is specifically agreed that in case the Developer is not able to obtain LOI and further necessary sanctions, in that event, the Security deposit paid under the present Collaboration Agreement would stands forfeited in favour of the Owner. It is also to state that in case any development or expenses of any kind made over the Land without license or sanctioning, the same would be of no consequences, and no expenses could be claimed by the Developer from the Owner, in this regard. However, if the DDJAY policy will be scrapped/discontinued by the authority/Haryana government, then owner have to refund the security deposit to Developer.



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17. That the Developer shall commence and complete the development of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to develop the said Project in accordance with the approved layout plan. It is further agreed that the Developer shall undertake to provide all the services as per approved service plan.
18. The Developer shall be liable and responsible to ensure strict compliance with all the statutory norms as set by the State of Haryana or any other authority. It is understood between the parties that although the onus of compliance shall be upon Developer but Owners shall co-operate with the developer in ensuring compliance wherever necessary.
19. That based on this Agreement, the Developer shall be investing substantial amount in the project. It is clearly understood and agreed between the parties and thus forms the integral condition of this Agreement that after execution of this Agreement, the Owner or their nominees or their legal heirs will not revoke, terminate, cancel or back out from this Agreement under any circumstances. In such eventuality the Developer without prejudice to its other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of the Owner.
20. That the Developer shall be entitled for refund of all fees, advance and other charges of whatsoever nature deposited by the Developer with various authorities for seeking various approvals etc. for the said Project and the Owner undertake to refund such amount to the Developer within 1 (One) Month of the receipt of such refund, if such amount is refunded to the Owner.
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 Project.
22. The Owner shall join hands, if necessary, in executing the documents in favour of such prospective allottee's of Developer's allocation and all receipts shall be issued for and on behalf of the Owner for Owner's allocation and the Developer conclusively thereby binding both the parties for the transaction. However, it is made clear that the financial liabilities will be of the party who receive any amount in respect to their area allocation.
23. That the Owner and the Developer shall be bound to comply with all the terms and conditions of Permissions/Licenses/Eligibility Letter/LOI/Commercial License and Agreement with the Director General, Town & Country Planning, Haryana, Chandigarh/Competent Authority/Concerned Authority and the terms and conditions stipulated in the RERA Registration Certificate in respect of the said Project sought to be developed.
24. **OBLIGATION OF THE OWNER:**



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It is agreed by and between the parties that the Owner 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 to enable the Developer to complete the Project.
- (c) To sign, apply for and submit for all permissions/approval and sanctions jointly with the Developer from the Government and or other authorities including the approval of layout plan, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation, and completion of the Project. However, cost for same shall be borne by Developer
- (d) To permit the Developer to set up infrastructure, site office etc. and permit free access upon the said Collaborated Land to the Developer, its staff, appointed architects / consultants, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants, and other personnel duly authorized by Developer.
- (e) To execute and sign all necessary documents jointly with Developer 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 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, completion certificate etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- (g) To execute and sign irrevocable Power of Attorney in favour of Developer and/or its agents to enable the Developer to sign Agreement for sale/Agreement for Lease in favour of Prospective buyers/tenants/Licensees for Developer's share of developed area only after obtaining the completion certificate of the project.
- (h) To defend, compromise & settle, all suits, proceeding and cases related to land jointly with the 'Developer that may be initiated by any third party



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against any/all acts of the Owner. In that case all the expenses will be borne exclusively by Owner itself.

- (i) Not to enter into any Agreement or arrangement for the development of the said Collaborated land except the Developer or its nominee(s).
- (j) In case of any amount/fees deposited with the Government/any other authority is refunded to the owners, the same will be returned by the owner to the developer within 1 (one) Month 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 so received.
- (k) It has been specifically agreed that the Owner is entitled to sell his Allocation of Plotted Area as per his will and wish only after obtaining Completion Certificate. It is also agreed that it is the choice of the Owner to sell his/its allocation of its own or through the agency of the Developer.

25. **OBLIGATION OF THE DEVELOPER :**

It is agreed by and between the parties that the Developer 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) The Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, Chandigarh whichever is earlier.
- (b) That the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals thereto shall be wholly to the account of the Developer.
- (c) The Developer shall be entitled to advertise the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
- (d) That all costs of stamping, engrossing and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.



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- (e) The Developer shall at its own discretion, engage and / or contract with any proprietorship concern/partnership firm/ group or company or architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the Project on the said Land. The payment of wages, salaries, professional fees, compensation (in case of any mis-happening to any staff at land) and all other expenses for engaging, employing and /or contracting any person shall be the sole and exclusive responsibility of the Developer. The Developer shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of Labour law, rule and regulation as are in force or introduction from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc.
26. The Owner will give an Irrevocable General Power of Attorney/Special Power Attorney to the Developer, authorizing the Developer to initiate any litigation against the third party/Government, to appear before any Tribunal or any other Authority to obtain the license/permission to develop the Said Land.
27. 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.
28. The Owner as well as the Developer shall be entitled to market their respective allocated areas in the Project/building at their own cost after obtaining C/C (Completion Certificate) of the said project only. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/ Sale Deed in favour of the buyers in respect to their allocated area plots and if required by the Developer, the Owner shall become party to such Agreements/deeds.
29. All necessary documents/Agreements, conveyance deeds for bookings / sales / leasing shall be prepared by the Developer to maintain uniformity of general terms including for maintenance of the developed plotted land/ buildings.
30. All the Power of Attorney / General Power of Attorney / Special Power of Attorney signed/submitted by Owner or Developer to any authority should be bound by terms and conditions of this Collaboration Agreement only, unless mutually agreed by both Owner and Developer in written.
31. All the common areas and facilities of the project shall be maintained by the Developer and/or their Nominee/Maintenance Agency. All the buyers, including those of the Owner's allocated areas shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges,



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replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers. However, it is agreed that owner shall be liable to pay the maintenance charges to Developer/Maintenance Agency after 2 years from completion certificate date, even if it remains unsold.

32. All the original papers, title documents relating to the said Land in the name of the Owner are being retained by the Owner only and photocopy of same to be provided to Developer in case of need. However, it is agreed to produce/show all original documents to any authority by owner in case it is required for LOI etc.
33. All type of rates, cess, tax liabilities or financial obligations with respect to the land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owner. After taking over the possession of the respective allocated area all taxes, charges, levies or any outflows in respect to the land area shall be borne by Developer. But it is clear that any rates, cess, tax liabilities or financial obligations pertains to Owner's Land related to period before execution of this agreement, arise after taking over the possession of said land for development then all such liabilities shall be borne exclusively by the land Owner only.
34. All taxes, levies such as Goods and Service Tax and Works contract tax as may be applicable regarding construction/development of the project up to the date of issuance of occupation certificate /completion certificate shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and sale of their allotted residential, commercial and any other saleable areas. The individual tax liability as regard to the income and assets must be accounted for by the party independently without any liability of each other in this respect. The Goods and Service Tax, if applicable, over the Owner share of the area shall be paid by the Owner.
35. That the Owner shall authorize or execute irrevocable Power of Attorney in favour of Developer for the registration of sale deed in the office of Registrar Rewari on their behalf for the area under Developer allocation and/or the Owner themselves appear before the registrar at the time of registrations of sale deeds if so desired by the Developer and/or the Owner shall become party to such sale deeds.
36. That 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 to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.



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37. That the failure of either party to enforce at any time, or for any period the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each & every provision.
38. That in pursuance of the obligations and parties hereto duly performing and observing all the covenants herein contained this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, legal heirs, assignees, executors, and liquidator.
39. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
40. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.
41. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owner shall not have any objection for the same.
42. That if any party breaches the condition of book/sale/market the plot(s) or take the advances only after obtaining the Completion Certificate, then if any legal complications/obligation/liabilities arises, in that case the party who breach the said condition will indemnify the other party in all respect.
43. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered between them of their free will.
44. That the Punjab and Haryana High Court at Chandigarh, and Courts in Rewari subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this Collaboration Agreement.
45. That any modification/alteration etc. in terms and conditions of this agreement can be undertaken with the mutual consent of parties in writing hereto.
46. That the Parties agree that his Collaboration Agreement is irrevocable.
47. That both the Parties bound to follow all terms and conditions of this Collaboration Agreement.



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48. All communications between the parties shall be sent through registered post at the Addresses of the Parties or against written receipt by hand.
49. That all costs of stamping, engrossing and registration of this Agreement and any other paper/document pertaining to this Agreement shall be borne by the Developer.
50. That after registration of the collaboration agreement developer/builder will provide the certified copy of the registered collaboration agreement to the land owners within 10 days.

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 WITH NAMED DEVELOPER

For GALAXY REALCON PVT. LTD.

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SIGNED AND DELIVERED BY WITHIN NAMED OWNERS

Ublee Rani
Jahan

WITNESS

AKHIL ADV
DISTT COURT REWARI

Akhil

WITNESS

BANOD KUMAR YADAV S/O HOSHIAR SINGH YADAV R/O DHANI MUSEPUR
VILLAGE BHORA KALAN BILASPUR GURUGRAM, HARYANA

Bk Yadav

Sajra / Map Killabandi Vill.- Bambar, Teh. Distt. - Rewari.

