

# Directorate of Town & Country Planning, Haryana

Nagar Yojana Bhavan, Plot no. 3, Sector-18 A, Madhya Marg, Chandigarh  
Web site tcpharyana.gov.in - e-mail: [tcpharyana7@gmail.com](mailto:tcpharyana7@gmail.com)

Regd.

To

Tara Chand, Murari, Dharmender,  
Shree Krishan - Ramphal, Sanjeev Kumar  
In collaboration with Yashika Buildcon LLP,  
308, 3<sup>rd</sup> Floor, Time Centre, Golf Course Road,  
Sector-54, Gurugram-122003.

Memo No. LC-5523/Asstt(RK)/2025/2765 Dated: 21-01-2025

**Subject:** Letter of Intent for grant of licence for setting up of Affordable Residential Plotted Colony (under DDJAY-2016) over an area measuring 5.26875 acres in the revenue estate of village Mandhiya Kalan, Sector-22, Rewari being developed by Sh. Tara Chand & others in collaboration with Yashika Buildcon LLP.

Please refer to your application dated 14.11.2024 on the matter as subject cited above.

Your request for grant of licence for setting up of Affordable Residential Plotted Colony (under DDJAY-2016) over an area measuring 5.26875 acres in the revenue estate of village Mandhiya Kalan, Sector-22, Rewari has been considered and it is proposed to grant a licence for setting up of aforesaid colony. You are, therefore, called upon to fulfill the following requirements/pre-requisites laid down in Rule, 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 60 days from the date of issue of this letter, failing which request for grant of licence shall be refused.

1. To deposit an amount of **Rs. 55.2847 lacs** before grant of licence on account of 25% EDC alongwith Bank Guarantee of **Rs. 41.4635 lacs** (atleast valid for 5 years) i.e. equal to 25% of balance amount of Rs. 165.854 lacs against EDC which shall be paid in 3 half yearly instalments with interest upto date in favour of the Director, Town & Country Planning, Haryana through online mode.
2. To deposit an amount of **Rs. 3,76,875/-** on account of balance licence fee in favour of the Director, Town & Country Planning, Haryana through online mode.
3. To furnish bank guarantee amounting **Rs. 27.9244 lacs** against tentative cost of Internal Development Works amounting of Rs. 111.6975 lacs or to mortgage 10% of saleable area against the said BG.

**\*\*It is made clear that bank guarantee of Internal Development Works has been worked out on the interim rates and you will have to submit the additional bank guarantee, if any required, at the time of approval of Service Plan/Estimate. With an increase in the cost of construction, you would be required to furnish an additional bank guarantee within 30 days on demand (in case, 10% area is mortgaged against the BG of IDW, then this clause will not be applicable).**

Director  
Town & Country Planning  
Haryana, Chandigarh



4. To execute two agreements i.e. LC-IV & LC-IV-B Bilateral Agreement on Non-Judicial Stamp Paper of 100/-. Further, following additional clauses shall be added in LC-IV agreement as per Government instruction dated 14.08.2020.

V. *That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.*

VI. *That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.*

VII. *That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.*

VIII. *The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC instalments that are due for payment that paid as per the prescribed schedule.*

5. To furnish an undertaking on non-judicial stamp paper to the following effect:-

i) That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

ii) That you shall integrate the services with Haryana Shahari Vikas Pradhikaran services as and when made available.

iii) That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restriction of Unregulated Development Act, 1963.

iv) That you shall transfer 10% area of the licenced colony free of cost to the Government for provisions of Community facilities within 30 days from the approval of zoning plan. Alternately, you shall have an option to develop such area on your own or through third party subject to the conditions mentioned at clause 4(j) in policy dated 25.08.2022.



- v) That you understand that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- vi) That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
- vii) That you shall make your own arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available and the same is made functional from External Infrastructure to be laid by Haryana Shehari Vikas Pradhikaran or any other execution agency.
- viii) That you shall obtain clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law.
- ix) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- x) That the provision of solar water heating system shall be as per guidelines of Haryana Renewable Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificate.
- xi) That you shall use only LED fitting for internal lighting as well as campus lighting.
- xii) That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- xiii) That you shall obtain the requisite permission from Power Department regarding installation of electrical infrastructure as prescribed in order circulated vide DTCP dated 30.10.2019.
- xiv) That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per Sqm/per sft. to the Allottees while raising such demand from the plot owners.
- xv) That you shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- xvi) That you shall complete the project within seven years (5+2 years) from date of grant of license as per clause 1(ii) of the policy notified on 01.04.2016.
- xvii) That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.


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- xviii) That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- xix) That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit seventy percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.
- xx) That no further sale has taken place after submitting application for grant of license.
- xxi) That you shall not give any advertisement for sale of plots/commercial area before the approval of layout plan.
- xxii) That you shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in letter and spirit.
- xxiii) That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- xxiv) That the revenue rasta passing through the site shall not be encroached upon and shall be kept free from all hindrances for easy movement of general public.
- xxv) That you shall abide by the terms and conditions of policy dated 08.02.2016(DDJAY) and other direction given by the Director time to time to execute the project.
- xxvi) That you shall maintain the underground water tank, underground Sewerage Treatment Plan( if provided in the organized green area) and the green area above the same through proper Horticulture in this Affordable Residential Plotted colony.
- xxvii) That you shall permit the Director or any other office authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
- xxviii) That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution) Act 1981 and Water (Prevention and Control of Pollution) Act 1974. In case of any violation of the provisions of said statutes, applicant shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Act.
- xxix) That you shall either get the 11 KV HT line shifted out of the applied land and the plots will remain freezed till shifting of these HT lines or maintain ROW of said HT line in the layout/zoning plan.

6. That you shall undertake to indemnify State Govt. / Department for loss occurred or legal complication arising due to pending litigation and the land owning / developer company will be responsible for the same in respect of applied land.
7. That certificate from DRO/Deputy Commissioner, Rewari will be submitted certifying that the applied land is still under ownership of applicant firm.
8. That you shall submit the NOC from the Divisional Forest Officer regarding applicability any forest law/ notification on the applied site.
9. That you shall submit the work profile alongwith details of experts/staff engaged by Pinnacle Architect Pvt. Ltd (whose provide the technical support).
10. That you shall remove the tube-well existing at applied site before grant of licence.
11. That you shall intimate their official Email ID and the correspondence made to this email ID by the Department shall be treated legal.

DA/As above


  
(Amit Khatri, IAS)  
Director, Town & Country Planning  
& Haryana, Chandigarh

Endst. No. LC-5523/Asstt(RK)/2025/

Dated:

A copy is forwarded to the followings for information and necessary action:-

1. The Deputy Commissioner, Rewari.
2. The Additional Director, Urban Estate, Haryana, Sector-6, Panchkula.
3. Land Acquisition Officer, Gurugram.
4. Senior Town Planner, Gurugram.
5. District Town Planner, Rewari.
6. CAO O/o DTCP, Haryana.
7. Nodal Officer (Website) O/o DTCP, Hr.

  
(Babita Gupta)  
District Town Planner(HQ)  
For: Director, Town and Country Planning,  
Haryana, Chandigarh



To be read with LOI Memo No. 2765 Dated 21.02.2024

Village	Name of owner	Rect. No.	Killa No.	Area (K-M)
Mandhiya Kalan	Tara Chand 1/5 share	15	15/3	4-1
	Murari 1/5 share		16	5-4
	Dharmender 1/5 share		17	7-13
	Shree Krishan-Ramphal 1/5 share		25	8-0
	Sanjeev Kumar 1/5 share	16	20/2	2-13
			21	8-0
			22/1	6-12
			Total	42-3 Or 5.26875 Acres

Director  
Town & Country Planning  
Haryana, Chandigarh

4374  
6/11/24

<b>Indian-Non Judicial Stamp</b> <b>Haryana Government</b>		Date : 06/11/2024
Non Judicial		
Certificate No.	SOF2024K106	Stamp Duty Paid : ₹ 737750 <small>(Rs. Only)</small>
GRN No.	123470080	Penalty : ₹ 0 <small>(Rs. Zero Only)</small>
<b><u>Seller / First Party Detail</u></b>		
Name :	Tara Chand	
H.No/Floor :	00	Sector/Ward : 00
City/Village :	Rewari	LandMark : Mandhiya kalan
Phone :	72*****40	State : Haryana
	District : Rewari	
	Others : Murarri Lal etc	
<b><u>Buyer / Second Party Detail</u></b>		
Name :	Yashika Buildcon Llp	
H.No/Floor :	00	Sector/Ward : 00
City/Village :	Gurugram	LandMark : Gurugram
Phone :	89*****05	State : Haryana
	District : Gurugram	
Purpose : COLLABORATION AGREEMENT		

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

## COLLABORATION AGREEMENT

**THIS AGREEMENT OF COLLABORATION** (hereafter referred to as the Agreement) is executed at Rewari on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

### **BETWEEN**

Sh. Tara Chand S/o Gordhan (AADHAAR- 5560 1329 5080), Sh. Murari Lal S/o Gordhan (AADHAAR- 8507 5891 2475), Sh. Dharmender S/o Sohan Lal (AADHAAR- 6100 9596 0270), Sh. Sanjeev Kumar S/o Brij Lal (AADHAAR- 3354 0821 3312), Sh. Shrikrishan S/o Udmi Ram (AADHAAR- 7692 3519 4913), Sh. Ramphal S/o Udmi Ram (AADHAAR- 2423 8272 4620), all R/o Village Mandhiya Kalan (178) (Mandhya Kalan), Majra Sheoraj, Rewari, Haryana- 123401, hereinafter all referred to as **OWNERS/ LAND OWNERS** as the **"PARTIES TO THE FIRST PART"** (which expression shall mean and include their successors, legal heirs, liquidators, executors, legal representatives, administrators, agents, assignees and nominees etc.).

### **AND**

Yashika Buildcon LLP., 'a LLP duly incorporated under the provisions of the LLP Act, and having its office at 308, 3<sup>rd</sup> Floor, Time Centre, Sector-54, Gurugram, Haryana-122003 duly represented by its Authorized Representative Sh. Heera Bisht

11/11/24



Sh. Heera Bisht

Sh. Heera Bisht

For Yashika Buildcon LLP

9/11/24

Sh. Heera Bisht



प्रलेख न:4374

दिनांक:06-11-2024

**डीड संबंधी विवरण**

डीड का नाम **COLLABORATION  
AGREEMENT**

तहसील/सब-तहसील **रिवाडी**

गांव/शहर **मांढिया कलां**

**धन संबंधी विवरण**

राशि 73762496 रुपये

स्टाम्प ड्यूटी की राशि 1475250 रुपये

स्टाम्प नं : S0F2024k110

स्टाम्प की राशि 737750 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:123471114

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प: S0F2024K106 डेफिशियेंसी Grnno: 123470080 डेफिशियेंसी शुल्क: 737750

Drafted By: SELF

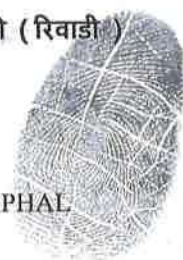
Service Charge:0

यह प्रलेख आज दिनांक 06-11-2024 दिन बुधवार समय 3:28:00 PM बजे श्री/श्रीमती /कुमारी

TARACHAND MURARI LAL DHARMENDER SHRI KRISHAN SANJEEV KUMAR RAMPHAL पुत्र GORDHAN  
SOHAN LAL UDMI RAM BRIJ LAL UDMI RAM निवास MANDHYA KALAN द्वारा पंजीकरण हेतु प्रस्तुत किया  
गया ।



उप/संयुक्त पंजीयन अधिकारी (रिवाडी)



हस्ताक्षर प्रस्तुतकर्ता

TARACHAND MURARI LAL DHARMENDER SHRI KRISHAN SANJEEV KUMAR RAMPHAL

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी YASHIKA BUILDCON LLP thru HEERA BISHTOTHER हाजिर हैं । प्रतुत प्रलेख  
के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी AKHIL ADV पिता . निवासी REWARI व  
श्री/श्रीमती /कुमारी JITENDER पिता TARACHAND  
निवासी MANDHYA KALAN ने की ।

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

हस्ताक्षर एवं मुद्रा



S/o Sh. D.S. Bisht, authorized vide authorization dated 04.11.2024 hereinafter called as the **DEVELOPER** as "**PARTY TO THE SECOND PART**", (which expression shall mean and include their successors, legal heirs, liquidators, executors, legal representatives, administrators, assignees and nominees etc.).

(hereinafter the **OWNERS/LAND OWNERS** and the **DEVELOPERS** are collectively referred to as "Parties" and individually as "Party" as the context demands).

WHEREAS the **OWNERS** are the absolute co-owners in possession of the agricultural land bearing Khewat No. 95 MIN, Khatauni No. 101 MIN, **Rectangle No. 15**, Kila No. 15/3(4-1), 16(5-4), 17(7-13), 25(8-0), **Rectangle No. 16**, Kila No. 20/2(2-13), 21(8-0), 22/1(6-12) Kite 7 total admeasuring 42K 3M situated within the revenue estate of Village Mandhya Kalan, Tehsil Rewari, District Rewari(hereinafter referred to as the 'said land' which shall include the land beneath and all resources comprised therein) vide Jamabandi year 2019-20 and mutation no. 841 and 843. That the respective shares of the **OWNERS** in total admeasuring 42K 3M situated within the revenue estate of Village Mandhya Kalan, Tehsil Rewari, District Rewari is as follows:

**Sh. Tara Chand S/o Gordhan – 1/5 of 42K 3M**

**Sh. Murari Lal S/o Gordhan – 1/5 of 42K 3M**

**Sh. Dharmender S/o Sohan Lal- 1/5 of 42K 3M**

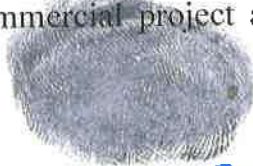
**Sh. Sanjeev Kumar S/o Brij Lal- 1/5 of 42K 3M**

**Sh. Shrikrishan S/o Udmi Ram- 1/10 of 42K 3M**

**Sh. Ramphal S/o Udmi Ram – 1/10 of 42K 3M**

AND WHEREAS the **OWNER** contemplate to **DEVELOP** the said land into a real estate project whether residential colony/Group Housing Project/commercial project and/or any other planned project and being not fully equipped to execute and complete the work of development of the proposed residential colony/group Housing Project/commercial project and/or any other planned project and have

पति-महेश



श्री कृष्ण

Shri Krishan

धर्म



For Yashika Buildcon LLP

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Authorized Signatory

Reg. No.

Reg. Year

Book No.

4374

2024-2025

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पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- TARACHAND MURARI LAL DHARMENDER SHRI KRISHAN SANJEEV KUMAR RAMPHAL

दावेदार :- thru HEERA BISHTOTHERYASHIKA BUILDCON LLP

गवाह 1 :- AKHIL ADV

गवाह 2 :- JITENDER

उप/संयुक्त पंजीयन अधिकारी

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4374 आज दिनांक 06-11-2024 को बही नं 1 जिल्द नं 676 के पृष्ठ नं 14.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 192 के पृष्ठ संख्या 20 से 33 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 06-11-2024

उप/संयुक्त पंजीयन अधिकारी रिवाड़ी



approached the **DEVELOPER** who is engaged in the development of Real Estate as its object, and has good repute and experience in this line of business and could pursue to obtain all requisite permissions, sanctions and approvals from all concerned authorities and departments as the case may be and the **OWNERS** therefore, desire to collaborate with the **DEVELOPER** for development of a planned real estate project on the said land.

And whereas the **DEVELOPER** believing the representations of the **OWNERS** as true and being involved in the business of real estate development has accepted the proposal for development of a planned real estate project over the said land on the terms and conditions hereinafter appearing: -

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed, declared and covenanted:

**1. SUBJECT MATTER**

- a) That the subject matter of this Agreement comprises the development of the land of the **OWNERS** by the **DEVELOPER** into a planned real estate project in accordance with the approvals, sanctions and permissions as may be granted to the Developer and to share the ownership of the developed area over the said land between the parties as agreed.
- b) That the **DEVELOPER** shall be seized off the decision to choose the kind of development of the said land and whether a residential or commercial or any other project is to be developed and the **DEVELOPER** shall exercise such discretion to the best of its abilities and its business interest.
- c) That the **OWNER** shall cease all rights in the said land against consideration herein agreed and give the said land unencumbered in all respect for the development of the said real estate project and the **DEVELOPER** shall at its own costs and expenses and responsibilities develop the said real estate project over the said land and the parties shall share the rights and ownership in the developed area of the said real estate project as per their entitlement.

N' 31-42



Shri Krishna

Shri Krishna



For Yashika Buildcon LLP

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Authorised Signatory

## 2. CONSIDERATION

- a) That the OWNERS shall as a consideration of the said land going into the real estate project as stated, shall jointly get an area of 25% of the total developed area along with corresponding & respective rights of amenities however shall exclude the parking space over which the Developer shall have the sole rights.
- b) That the OWNERS have apart from the share in the developed area have also received an amount of Rs. 7,37,62,500/- (Rupees Seven Crore Thirty Seven Lakh Sixty Two Thousand and Five Hundred Only) including TDS from the DEVELOPER as Consideration amount for entering in the present agreement in the following manner:

### I. Tara Chand S/o Gordhan – Rs. 1,47,52,500/- (1/5 Share)

- i) Rs. 20,00,000/- vide RTGS no. ICICR52024101500336419 dated 15.10.2024 From ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.
- ii) Rs. 1,00,000/- vide cheque no. 000254 dated 20.08.2024 drawn on RBL Bank, IFFCO Chowk Branch, Gurugram, Haryana.
- iii) Rs. 1,25,04,975/- vide cheque no. 000340 dated 08.11.2024 drawn on ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.
- iv) Rs. 1,47,525/- T.D.S @ 1% of Rs. 1,47,52,500/-

### II. Murari Lal S/o Gordhan – Rs. 1,47,52,500/- (1/5 Share)

- i) Rs. 20,00,000/- vide RTGS no. ICICR52024101500336149 dated 15.10.2024 From ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.
- ii) Rs. 1,00,000/- vide cheque no. 000252 dated 20.08.2024 drawn on RBL Bank, IFFCO Chowk Branch, Gurugram, Haryana.
- iii) Rs. 1,25,04,975/- vide cheque no. 000339 dated 08.11.2024 drawn on ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.

1131-47

For Yashika Buildcon LLP

Authorised Signatory

Sri Krishna

Sharma



iv) Rs. 1,47,525/- T.D.S @ 1% of Rs. 1,47,52,500/-

**III. Sh. Dharmender S/o Sohan Lal- Rs. 1,47,52,500/-(1/5 Share)**

- i) Rs. 1,00,000/- vide cheque no. 000253 dated 20.08.2024 drawn on RBL Bank, IFFCO Chowk Branch, Gurugram, Haryana.
- ii) Rs. 1,45,04,975/- vide cheque no. 000336 dated 08.11.2024 drawn on ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.
- iii) Rs. 1,47,525/- T.D.S @ 1% of Rs. 1,47,52,500/-

**IV. Sh. Sanjeev Kumar S/o Brij Lal- Rs. 1,47,52,500/-(1/5 Share)**

- i) Rs. 1,00,000/- vide cheque no. 000251 dated 20.08.2024 drawn on RBL Bank, IFFCO Chowk Branch, Gurugram, Haryana.
- ii) Rs. 1,45,04,975/- vide cheque no. 000338 dated 08.11.2024 drawn on ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.
- iii) Rs. 1,47,525/- T.D.S @ 1% of Rs. 1,47,52,500/-

**V. Sh. Shrikrishan S/o Udmi Ram- Rs. 73,76,250/- (1/10 Share)**

- i) Rs. 1,00,000/- vide cheque no. 000255 dated 20.08.2024 drawn on RBL Bank, IFFCO Chowk Branch, Gurugram, Haryana.
- ii) Rs. 72,02,488/- vide cheque no. 000337 dated 08.11.2024 drawn on ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.
- iii) Rs. 73,763/- T.D.S @ 1% of Rs. 73,76,250/-

**VI. Sh. Ramphal S/o Udmi Ram- Rs. 73,76,250/- (1/10 Share)**

- i) Rs. 73,02,488/- vide cheque no. 000335 dated 08.11.2024 drawn on ICICI Bank, Suncity Branch, Sector-54, Gurugram, Haryana.

11/11/2024

For Yashika Buildcon LLP

Authorised Signatory

Shri Krishan



ii) Rs. 73,763/- T.D.S @ 1% of Rs. 73,76,250/-

- c) That the DEVELOPER shall as consideration of developing the real estate project over the said land shall be entitled to all rights, residual rights in the said land and project and the 75% of the developed area and land beneath along with corresponding & respective rights of amenities and total parking space and shall also get the complete right of selling the developed area and of management of the developed real estate project and rights to maintenance of the said real estate project against consideration as mentioned in the present agreement.

### 3. OBLIGATIONS OF THE OWNER

- a) That the OWNER shall be obliged to provide the complete set of original documents qua the said land and complete revenue record of the said land before execution of the present agreement.
- b) That the OWNERS shall be obliged to assist the DEVELOPER in demarcation of land and its survey.
- c) That the OWNERS shall clear all encumbrances over the said land and owners have handed over the actual physical possession of the said land to the DEVELOPER for the development of the real estate project and for doing all necessary and ancillary acts for the same.
- d) That the OWNERS shall as and when called by the DEVELOPER, without any further considerations, jointly or individually be obliged to execute the General Power of Attorney, Special Power of Attorney, or any kind of authorization as is required by the DEVELOPER for the performance of the terms of the present agreement and for the effective development of the said land into a real estate project including for obtaining permission for change of land use, procuring license / CLU, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and for dealing with/sale of constructed/unconstructed and/or developed/undeveloped portions of the said real estate project.

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- e) That the OWNERS shall be liable to pay all charges, taxes or other recoveries or encumbrances against the said land up to the date of the present agreement.
- f) That the owners by way of the present agreement have handed over actual physical possession of the said area to the Developer and have agreed to not claim the possession back under any circumstances until the development of the project contemplated to be developed by the Developer is complete.
- g) That the OWNERS shall give NOC for the purpose of execution of sale Deed of the said land in favour of the Developer as and when the Owners agree to sell the land to the Developer and the Owners shall not create any hindrance at the time of execution of sale deed. The Owners further agree that they shall relinquish their rights under the present agreement after execution of the sale deed in favour of the Developer and the Owners shall not lay any claim under the present agreement.
- h) That the OWNERS shall be estopped from creating any encumbrance or third party rights in the said land after the execution of the present agreement and shall not create any hindrance in creation of encumbrance over the project by the Developer.
- i) The Owners agree that the present agreement is irrevocable in all aspects and Owners shall not create any hindrance in the Development, planning, execution, marketing, management and selling etc. of the project in any way.
- j) That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said real estate project. The Development, planning, execution, marketing, management and selling etc. of the real estate project shall be the sole prerogative of the Developer.
- k) That the OWNERS shall be responsible and be liable for their personal tax obligations.

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regulations and rules as in force in all respects and obtain Occupation Certificate for the same.

- h) That the DEVELOPER shall be obliged to take up the construction of the said real estate project as per the recognized standards of the industry and the Developer is authorized in this behalf to make the best judgment by the owners.
- i) That the DEVELOPER shall bear the complete costs stamp duty and registration charges for the execution and registration of the present agreement.
- j) That the DEVELOPER shall be obliged to undertake the development as the per all laws and rules and regulations in force and as applicable and shall be obliged to comply with all conditions of licenses and permissions and put in place all implements and infrastructure as applicable and specified for the purposes of safety and security or other conditions specified by any authority as seized of jurisdiction.

## 5. RIGHTS OF THE OWNERS

- a) That the Owners shall have the complete right, title and interest in the developed area to the extent of 25 % of the complete developed in area, developed over the said land, however the Owners shall not sell the developed area independently in open market below the selling price of the Developer and shall sell only when the project is fully complete by the Developer and after obtaining of the occupation certificate.
- b) That subject to the conditions regarding marketing and selling stated herein, the OWNERS shall be free to deal with their share in the said real estate project as per their desire, subject to the general conditions of transfer, maintenance and management of the said real estate project and the costs and expenses related thereto only when the project is fully complete by the Developer and after obtaining of the occupation certificate.

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#### 4. OBLIGATIONS OF THE DEVELOPER

- a) That the DEVELOPER shall on execution of the present agreement shall be obliged to ascertain the kind of real estate project the said land is eligible for and the same shall be the prerogative of the Developer who is authorized in this behalf by the Owners.
- b) That the DEVELOPER shall at its own costs and expenses shall be obliged to prepare the best layout/site plan for the development of the said land.
- c) That the DEVELOPER shall at its own costs and expenses be obliged to apply to the concerned authorities for grant of Letter of Intent and License for such development at its own costs and expenses.
- d) That the Developer shall at its own costs and expenses be obliged to procure all necessary and requisite permissions, sanctions and approvals from the concerned Ministry, Department, or Local or other Authorities, as are required for the development of the said real estate project over the said land.
- e) That the DEVELOPER shall at its own bear the complete costs of construction and the Government or other local authority charges including all statutory or other security deposits/fees, labour or other cesses, conversion charges, external or internal development charges, electric and other utility installations charges and costs and all other charges as applicable for such development.
- f) That the DEVELOPER shall at its own costs and expenses through itself or through its agents, contractors or representatives, be obliged to execute the development work as per the specifications devised, of the said real estate project in a timely manner.
- g) That the DEVELOPER shall be obliged to complete the real estate project with all amenities and facilities in place and complying with all

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- c) That the OWNERS shall be entitled to get the documents executed regarding their respective share of the developed area as and when the project is fully complete by the Developer and after obtaining of the occupation certificate.
- d) That on completion of the real estate project the OWNERS shall be entitled to have the conveyance for their share of developed area executed in their favour, subject to payment of registration charges and any other government fees etc.

## 6. RIGHTS OF THE DEVELOPER

- a) That the Developer has taken actual physical possession of the said land and shall be entitled to protect the actual physical possession of the said land for the development of the said real estate project.
- b) That the DEVELOPER shall have the right and prerogative to choose the development of the said land and to finalise the name, layout plans, and internal layouts and designs, facilities and services to be provided and all other development plans for the said land.
- c) That the DEVELOPER shall have the right and prerogative to choose the architects, designers, contractors and other service providers for the best development of the said real estate project.
- d) That the DEVELOPER shall have the right and prerogative to prepare and plan the budget of the whole project and the same shall be the concern of the Developer only.
- e) That the DEVELOPER shall have the right and prerogative to choose the kind and grade of materials used for construction, however the same shall in no manner be lesser than the Government recognized standard and the DEVELOPER shall also be rightfully entitled to choose any of the vendors for the same.

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- f) That the DEVELOPER shall have the exclusive and sole right and prerogative to prepare the marketing and advertising schemes of the said project and to appoint the Authorized Brokers and Dealers for the said project.
- g) That the DEVELOPER shall be rightfully entitled to the entire management of the said project from the inception to the completion and thereafter for the efficient maintenance of the services being provided therein against consideration and shall be rightfully entitled to the security deposit against the same.
- h) That the DEVELOPER shall be entitled to raise finance against the said project as it may deem fit and proper and for this purpose the Developer has the right to create encumbrance over the entire project.
- i) That the DEVELOPER shall without any further authorization from the OWNERS have rights to market and sell the rights in the said land to be developed, area in the said real estate project through any manner and scheme as it may deem fit and to receive money against the same and execute receipts and other agreements for the same.
- j) That the DEVELOPER shall have complete authority to represent the OWNERS and to execute, file or deposit any document, application, pleading, representation, costs and fees etc. and to appear before any authority, or Government or Statutory body regarding the said land or the said real estate project for and on behalf of the OWNERS as may deemed necessary for the purposes of the present agreement and development of the said real estate project.
- k) That the DEVELOPER shall be entitled to the refund of all fees, security deposit, bank gaurantees and other charges of whatsoever nature deposited by the DEVELOPER with various Statutory Authorities for seeking various approvals etc. for the said residential colony/Group Housing Project/commercial project and/or any other planned project.

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- l) That on completion of the project and availing Occupation Certificate, the DEVELOPER shall be rightfully entitled to the refund of the security deposit, bank guarantees etc. from all authorities.

## 7. ASSIGNMENT

- a) That the DEVELOPER shall be rightfully entitled to assign its rights, completely or partially, created herein to any party or its own concern or company specifically created for the purpose and may enter into further agreements for the same.
- b) That the OWNERS can assign their rights created herein when the project is fully complete by the Developer and after obtaining of the occupation certificate, however, prior to creating any third party rights against consideration qua their share the OWNERS shall have to offer the same to the DEVELOPER and the DEVELOPER shall have a first right to refuse to such assignment.

## 8. DEMARCATION OF DEVELOPED AREA

- a) That on completion of the real estate project and after obtaining of the Occupation Certificate, the DEVELOPER shall demarcate the respective areas coming to the share of the OWNERS. The area shall be demarcated only after completion of the project in all aspects.
- b) That the area shall be distributed as per share of the owners in total area as per availability in said real estate project at the time of completion of the Project.
- c) That the distribution of area shall take place on the best judgment of the Developer as the Developer is investing huge amount in development of the said project.

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## 9. MARKETING & SALE OF DEVELOPED AREA

- a) That the DEVELOPER shall be responsible for the complete marketing and sale of the developed area in the said real estate project.
- b) That the DEVELOPER may hire any suitable agency and devise strategy for the marketing of the said real estate project.
- c) That the DEVELOPER will maintain complete records for the agreements to sell of the area in the said real estate project and shall prescribe for the complete documentation of the same and shall have a dedicated office for such sale and marketing.
- d) That the Developer shall from time to time prepare, policy and prescribe the minimum rates and charges for the sale and transfer of the rights in the developed area in the said real estate project.
- e) That no sale of the rights in the developed area shall be valid unless the same is as per the uniform policy of the DEVELOPER and unless the same is acknowledged by the DEVELOPER and registered in the records of the DEVELOPER and is as per the terms or costs and charges for the same.
- f) That the OWNER shall be estopped from marketing or selling their share in open market and shall have to make transactions through the offices of the DEVELOPER only and as per the uniform policies of the DEVELOPER only.

## 10. TIME PERIOD

- a) That in general the time shall to be the essence of the present agreement, however, the DEVELOPER shall strive for completion of the complete residential project as early as possible and will not in any keep the project in abeyance. The developer shall make all efforts to complete the said real estate project in 60 months from the date of obtaining the License of the said real estate project.

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- b) That, the DEVELOPER shall prepare plans for undertaking each and every task for development of the said project in a timely manner and shall strive for achieving the same in the timeframe specified.
- c) That the DEVELOPER shall not be held responsible for delay occasioned by the government authorities in providing requisite sanctions, permissions or approvals regarding the development of the said real estate project and the same shall be excluded when calculating the time period.
- d) The Developer shall not be held liable for any delay occasioned due to the delay in providing the facilities by the Government related to the project and delay in providing access to the said land.

#### 11. FORCE MAJEURE

- a) That in case of any unexpected event or drastic change in circumstances due to force majeure events which could not have been contemplated by the parties and which defeats the the very purpose of the present agreement and there happens a force majeure event due to which the complete bargain between the parties is defeated, the present agreement shall continue after ending of the force majeure event and the time of force majeure event shall be deducted for all purposes.
- b) The force majeure event shall also include acts of God, wars, pandemic and other similar events.
- c) That any judicial or authoritative pronouncement barring the present agreement or estopping the parties from carrying on the objects of the present agreement shall be deemed force majeure event.
- d) That in no circumstance the parties shall be relegated back to the same position as if the present agreement did not take place and the parties shall strive and make all efforts to fulfill the present agreement in spite of the force majeure event.

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## 12. INDEMNIFICATIONS

- a) That the OWNERS shall at all times keep the DEVELOPER and the said real estate project indemnified due to any defects in their title or any disputes between the OWNERS or their heirs or representatives and such disputes shall be settled by the OWNERS personally and they shall personally be liable for the same.
- b) That the DEVELOPER shall keep the OWNERS indemnified of any liability accruing to them or their share of developed area due to the acts or obligations of the DEVELOPER or any of its agents, contractors or vendors.

## 13. TERMINATION

The parties herein agree that in terms of the present agreement, the land owners have taken certain irrevocable steps, such as acceptance of advance, execution of power of attorney, handing over of the physical possession of the said land to the developer and making representations to make the developer undertake construction works and in view of the above irrevocable steps and representations, the developer has been induced to invest huge amounts, time and manpower on the said land. It is therefore agreed by the land owners that they shall perform and complete their obligations under the present agreement. The Landowners further agree that they shall not resale, rescind, terminate or defeat the purpose of the present agreement. The present agreement is irrevocable in nature.

## 14. DIPUTE RESOLUTION

- a) That any disputes occurring between the parties shall firstly be communicated to each other in writing and the same shall be resolved mutually.
- b) That any disputes so remaining and not settled between the parties shall be subject to the exclusive jurisdiction of the Courts at Rewari. It is

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For Yashika Buildcon LLP

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approached the **DEVELOPER** who is engaged in the development of Real Estate as its object, and has good repute and experience in this line of business and could pursue to obtain all requisite permissions, sanctions and approvals from all concerned authorities and departments as the case may be and the **OWNERS** therefore, desire to collaborate with the **DEVELOPER** for development of a planned real estate project on the said land.

And whereas the **DEVELOPER** believing the representations of the **OWNERS** as true and being involved in the business of real estate development has accepted the proposal for development of a planned real estate project over the said land on the terms and conditions hereinafter appearing: -

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed, declared and covenanted:

**1. SUBJECT MATTER**

- a) That the subject matter of this Agreement comprises the development of the land of the **OWNERS** by the **DEVELOPER** into a planned real estate project in accordance with the approvals, sanctions and permissions as may be granted to the Developer and to share the ownership of the developed area over the said land between the parties as agreed.
- b) That the **DEVELOPER** shall be seized off the decision to choose the kind of development of the said land and whether a residential or commercial or any other project is to be developed and the **DEVELOPER** shall exercise such discretion to the best of its abilities and its business interest.
- c) That the **OWNER** shall cease all rights in the said land against consideration herein agreed and give the said land unencumbered in all respect for the development of the said real estate project and the **DEVELOPER** shall at its own costs and expenses and responsibilities develop the said real estate project over the said land and the parties shall share the rights and ownership in the developed area of the said real estate project as per their entitlement.

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exclusively agreed between parties that there shall be no Arbitration between the Parties.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

### PARTIES

#### DEVELOPER

For Yashika Buildcon LLP

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Yashika Buildcon LLP., a LLP  
duly incorporated under the  
provisions of the LLP Act,  
through its Authorised  
Representative Sh. Heera  
Bisht S/o Sh. D.S. Bisht

#### WITNESS:

1. Achil  
Achil Adv.  
Rensari

2.

Kadow  
Titender Kumar  
S/o Tara Chand  
R/o Mandhiya Kalan

#### OWNERS

1. Sh. Tara Chand S/o  
Gordhan

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2. Sh. Murari Lal S/o  
Gordhan



3. Sh. Dharmender S/o Sohan  
Lal

1122-2074

4. Sh. Sanjeev Kumar S/o Brij  
Lal

1122-2074

5. Sh. Shrikrishan S/o Udmi  
Ram

Shri Krishan

6. Sh. Ramphal S/o Udmi  
Ram





Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 06/11/2024

Certificate No. S0F2024K110

GRN No. 123470718



Stamp Duty Paid : ₹ 737750  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Tara Chand

H.No/Floor : 00

City/Village : Rewari

Phone: 72\*\*\*\*\*40

Sector/Ward : 00

District : Rewari

Others : Murari Lal etc

LandMark : Mandhiya kalan

State : Haryana



**Buyer / Second Party Detail**

Name : Yashika Buildcon Llp

H.No/Floor : 00

City/Village : Gurugram

Phone : 89\*\*\*\*\*05

Sector/Ward : 00

District : Gurugram

LandMark : Gurugram

State : Haryana

Purpose : COLLABORATION AGREEMENT

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