

42/17

STATE BANK OF INDIA

SE No 185520

GSR/001

RECEIPT

STATE BANK OF INDIA
खारखोदा-068375
Kharkhoda-068375

Received a sum of Rs. 22,09,200/-

(Rupees Twenty Two Lacs Ninety Two Thousand and Two Hundred only)

M/s. Smt. / Shri

Sun City 3, Gurgaon

S/o, d/o, w/o

residing at Sun City 3, Gurgaon

STATE BANK OF INDIA

for credit to Government of Haryana

Put. 24.
account towards Stamp Duty.

Date 24/03/2014

Place

Signatures of Authorised Officer

COLLABORATION AGREEMENT

LAND VALUE 4,41,83,750 Four Crore Forty one Lakh eighty three thousand seven hundred fifty only .

Stamp Duty Worth 22,09,200/- Issued by STATE BANK OF India Kharkhoda wide srl.

No.185520 GSR/001 Dated 26-03-2014

THIS AGREEMENT OF COLLABORATION is made and executed at Kharkhoda on this 31st day of March 2014.

Between

May

Kapil

प्रलेख नं. 4217

दिनांक 31/03/2014

डीड संबंधी विवरण		
डीड का नाम EQUITABLE MORTGAGE		
तहसील/मंडल-तहसील खरखोदा	गांव/शहर पिपली	मिशन/संस्थागत
भवन का विवरण		
भूमि का विवरण		
9 Acre 2 Kanal 19 Marla		
धन संबंधी विवरण		
राशि रु. 183,750.00 रुपये	कुल प्रामाण्य ड्यूटी की राशि 2,209,200.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	वेस्टिंग चार्ज 3,000 रुपये	
रजिस्ट्रेशन फीस	सिद्धत आयदादी	

Service Charge: 150.00 रुपये

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 31/03/2014 दिन सोमवार समय 4:24:00PM बजे श्री/श्रीमती/कुमारी विमलेश्वर/शक्ति/बाबू/नरेश्वर/सूर्य/... द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी
खरखोदा

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दिनांक 31/03/2014

उप/संयुक्त पंजीयन अधिकारी
खरखोदा

M/s Vinay Homes Private Limited, a company incorporated under the provisions of Companies Act, 1956 and having its office at 11th Floor, Aggarwal Cyber Plaza-2, Netaji Subhash Place, Pitampura, New Delhi-110034, through its Authorised Signatory Mr. Ajay Rathor who has been duly authorized and appointed by the Board of Directors of the Company vide resolution [hereinafter referred to as the '**Land Owner**' which expression shall, unless repugnant or opposed to the context hereof includes its successors in interest, administrators, liquidators, shareholders, partners, executors and permitted assigns] of the FIRST PART.

AND

M/s Suncity Infra Estate Pvt. Ltd., a company incorporated under the provisions of Companies Act, 1956, having its registered office at M-116, 2nd Floor, Connaught Place, New Delhi -110001 through Shri Kapil Aggarwal S/o Sh. Ram Avtar Aggarwal duly authorized by its Board of Directors of the Company vide resolution [hereinafter referred to as the '**DEVELOPER**', which expression shall, unless repugnant or opposed to the context hereof includes its successors in interest, administrators, liquidators, shareholders, partners, executors and permitted assigns] of the OTHER PART.

WHEREAS the LAND OWNER is the lawful owner and in possession or otherwise well and sufficiently entitled to all that piece and parcel of land, ad-measuring 74 Kanal 19 Marla of Khewat No.27, Khata No. 35, Rectangle No. 1, Kila No. 23 (9-8), Rectangle No. 24, Killa No. 2 (5-14), 3 (7-12), 6 min (7-8), 7 (7-16), 8 (7-12), 9 (8-0), 10 (9-19), 11(7-14), 12/2 (2-0) Rectangle No. 25, Killa No. 15 (1-16) total 11 nos. pieces, situated at Village- Pipli, Tehsil - Kharkhoda, Distt. Sonapat, Haryana, as per Jamabandi of Year 2008-09 and related mutations (hereinafter referred to as the "**SAID LAND**").

AND WHEREAS the Developer has approached the Land Owner and has apprised that the Developer is having extensive experience and expertise in development of land and the Developer is also the owner and title holder of adjoining land of the 'Land Owner' and if in case the Land Owner agrees then the Developer can also develop the land of the Land Owner. As the land owner is also desirous of developing the Said Land into a Residential Plotted Colony, however as the Land Owner is not having any experience in the development of land, thus based on the assurances and representations of the Developer, the Land Owner has agreed to the proposal of the developer to develop the said land of the Land Owner by inclusion therein more land in a residential plotted colony by entering into this agreement so that the Developer would perform the required essentials & obligations, on the terms and conditions appearing hereinafter.

Now this agreement witnesseth and parties hereby agree as under:-

- 1 The subject matter of this Collaboration Agreement is the Said land, so that the Developer by assembly of more land adjoining thereto may apply for obtaining requisite permission, approval, sanction, license, CLU, zoning, etc, from the Competent Authority, and to develop the entire land into residential

Ajay

Kapil

Reg. No.
4217

Reg. Year
2013-2014

Book No.
1



गवाह



मुर्तहिन

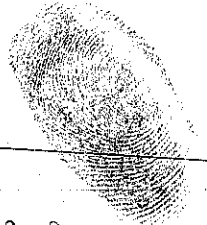


गवाह



मुर्तहिन

M/s Sankar Lal Estate Pvt. Ltd. thru Kapil



गवाह 2:- रविन्द्र

गवाह 1:- जयदेव

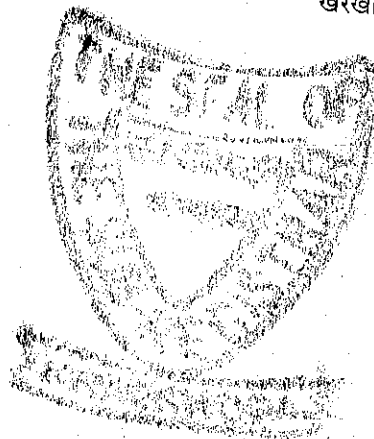


प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,217 आज दिनांक 31/03/2014 को बही न: 1 जिल्द न: 78 के पृष्ठ न: 104 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,673 के पृष्ठ सख्या 100 से 105 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 31/03/2014

उप/सयुक्त पंजीयन अधिकारी
खरखोदा



plotted colony by making a provision of required amenities, facilities and services.

- 2 The land owner undertakes that it will sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, GPA, resolutions, attorneys of whatsoever nature as may be required in favour of Developer or its nominee to sign and represent the land owner before the Competent Authority(s) as required to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development of roads and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms and conditions of this agreement. This agreement does not confer / authorize or empower the developer to either sale or enter into any kind of contract / allotment etc. in respect of the land of the owner or its share in the project i.e. however the developer have rights to contact/Allotment/sale/Book etc.for its share of land as detailed in clause no 6 of this agreement.
- 3 The Developer undertakes to develop the Said land at its own cost and expenses and with its own resources after obtaining the requisite licenses, CLU, permissions, sanctions and approvals of all competent authorities and thereafter to develop the Said land by including adjoining land into Residential Plotted Colony for the Said project in terms of sanctioned Plans and Regulations. The land owner agree to vest in the Developer all the authorizations as may be necessary in the discretion of the Developer for obtaining the requisite licenses, permission, sanctions and approvals for development of the Said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred and borne by the Developer only.
- 4 That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Plotted Colony and accord sanction, approval, permission from the competent authorities to develop the same. For this purpose the Developer undertake to engage and employ reputed architect and contractor/sub-contractor at its own cost, expenses as well to join the hand with other company/person also to discharge the obligations. The Developer shall apply to the Director General, Town & Country Planning Haryana, Haryana Urban Development Authority and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the development of the Said land and adjoining thereto.
- 5 That the land owner shall not incur or borne any expenses as required for the development for construction of the said colony for/and all the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, laying services, amenities and facilities to complete the development, penalties, fines, fee etc. as same shall be wholly from the account of the Developer relating to the said land. Developer will liable for all kinds of risk / case /accident in development of said land at the time of developing the said land.

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Kapil

- 6 In consideration of the land owner providing the said land and Developer undertakes to develop the Residential Plotted Colony in terms and conditions of this agreement, the parties have agreed to share the developed/saleable Residential, commercial, institutional, etc. area in the following manner:

LAND OWNER'S SHARE Residential developed Area in plots 1400
Sq. yards per acre.

DEVELOPER'S SHARE All remaining developed area approx. 1000
Sq. yards either the Residential or commercial or
institutional, etc.

- 7 The developer here by agree to pay Rs.5,00,000/- (Rs. Five Lac Only) as refundable security deposit vide Ch. 409970 Drawn on Union Bank of India. This security deposit will be refundable as the time of completion of the entire project.
- 8 That the developer will not to entitled to sale, book, lease, allot etc., the Land Owners share in the project during and upon completion of the said project. Developer will not mortgage in any bank or to any private person related to any documents in respect of the said land.
- 9 That until and unless all the permissions, sanctions etc. are not given and accorded and developer doesn't discharge all its obligations in terms and conditions of present agreement, the Developer shall have no right and interest in any manner in the Said Land.
- 10 That the Land Owner shall not be liable or responsible in any manner for development of the land of the Land Owner and project and all the default / penalties, responsibilities, liabilities, payments, compensations, fines etc. shall be the sole responsibility and liability of the Developer alone. The developer shall also be fully responsible and liable for obtaining license, permission, approval or further developing therein or against the prospective buyers or towards State/Local Government or Architect, Contractor, Sub-Contractor, Agents, Employees, etc. The Developer expressly has agreed & undertakes that the development of Residential Plotted Colony shall be carried out by following the all provisions of Law, Bye-Laws, Regulations, etc, or impositions made while granting sanctions, permissions, approvals, etc, by the Competent Authority. In case, if any contravention is made, same shall be at the entire responsibility of the Developer for carrying out necessary rectification thereto or compensate the owner, if any loss is suffered due to that reason.
- 11 The Developer shall obtain the requisite license to proceed and commence the development of the Residential Plotted Colony in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed by or before 18 months and to complete the development within a period of 18 months from the date of sanction of Layout Plans to during the progress of the work.

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- 12 If any provision of this agreement is 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 remain valid and enforceable in accordance with their terms.
- 13 It is an integral and essential term and conditions of this agreement that the Said project shall be named as decided by the Developer without any objection whatsoever from the land owner. Developer will not execute any kind of documents of the said project or land without information or notice of the land owner, subject to developer's right under clause 6 of this agreement. If developer defaults or any kinds of mistakes then this agreement will automatically be cancelled without any notice to the developer.
- 14 That the parties to the present agreement hereby specifically agrees and confirm that the land owner in any manner has no responsibility and liability in respect of the development of land and the land owner is not directly or indirectly involved in the day to day functioning /working and activity of development of projects and in no manner the land owner shall be held responsible for any act, loss, damage, breach etc. in respect of the development of the project and it is only the developers and its officials /incharge shall be responsible for all the acts and actions.
- 15 That if for any reason, the land owner in any manner or on any count suffers any damage, injury, loss etc. of any nature then the developer shall be liable to compensate and indemnify the land lord and for which compensation, damages, loss, injury etc. the developer hereby unconditionally agrees and make confirmation to the said extent.
- 16 This agreement is executed at Delhi in original and this agreement is executed and signed in sound mind by both parties.
- 17 All costs of stamping engrossing and registration of this agreement shall be borne by the Developer.
- 18 That in case of any disputes or differences relating to this Agreement amongst the parties arises, same shall be settled at First instances mutually, in case of failure, same shall be referred for adjudication by the sole Arbitrator who shall be appointed by the land owner only as per the provisions of Arbitration & Conciliation Act, 1996. The place of the arbitration shall be at New Delhi and in sole Arbitrator shall proceed the arbitration proceedings in English language.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses:

Scribal
Anand Sharma Document Writer Rharthodce
Reg no 351

Page 5

Mary

Kapil

LAND OWNER

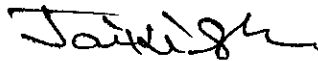
For M/s Vinay Homes Private Limited


Authorised Signatory

WITNESSES

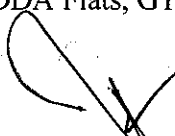
1 Jai Kishan Numerdar s/o Raghbir Singh

R/o PIPLI



2 Ravinder Sharma s/o Late Sh. Naresh Kumar Sharma .

R/o 949 DDA Flats, GTB Enclave Delhi 110093



DEVELOPER

For Suncity Infra Estate Pvt. Ltd.


Authorised Signatory

