COLLABORATION AGRESMENT
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FOR ALESIA BUILDTECH PVT. LTD.

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शब्दों की संख्या १८०८ रकम

जयालय सब-रजिस्ट्रार

Agreement Award



## Indian-Non Judicial Stamp Haryana Government



Date: 09/03/2018

Certificate No.

E0I2018C130

GRN No.

34040692

Stamp Dut Paid : ₹ 1900000

Penany:

₹0

Seller / First Party Detail

Name:

Ram Kishan

H.No/Floor:

Na

Sector/Ward: Na

dMark:

Village kheri kalan

City/Village: Faridabad

District: Faridabad

State:

Haryana

Phone:

9810099218

Others: Hari chand and ram singh and nathi and

las ratti ram

Buyer / Second Party Detail

Name:

Alesia Buildtech Private limited

H.No/Floor: A/43/ff

Sestor/Ward: Na

LandMark:

Shera mohalla garhi near

City/Village:

East of kailas

District: New delhi

State:

Delhi

Phone:

981009921

Others: Through authorized signatory

Defaced No: Defaced On.

Famabad/FARIDABAD/9602/2017-2018/1 09/03/2018

Defacement Code: JKGKGMPI

Purpos

Collaboration Agreement

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

9602 18 E012018C130 DATED 9-03-2018 OF 19,000 000



हरियाणा HARYANA

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## COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this the 9 k day of March 2018 at Faridabad. FARID!

SARIDADA.

- Shri Ram Kishan son of Shri Mansukh 1.
- Shri Hari Chand son of Shri Duli Chand 胃2.
- Sh. Ram Singh son of Sh. Kharkia 3.
- Sh. Nathi son of Shri Shree Ram and ₹4.
  - Sh. Ratti Singh alias Ratti Ram S/o Sh. Shree Ram 5.

Shri Ram Kishan S/O of Sh. Mansukh and Shri Hari Chand S/O of Shri Duli Chand, both residents of Village KheriKalan, Tehsil and District Faridabad, Haryana, And Sh. Ram Singh son of Sh. Kharkia , Sh. Nathi son of Shri Shree Ram and Sh. Ratti Singh alias Ratti Ram S/o Sh. Shree Ram all residents of Village Tikawali, Tehsil and District Faridabad, Haryana hereinafter referred to as the "Owners", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, legal heirs, administrators, assignees, nominees, representatives and authority holders, of the ONE PART. ARIL

AND

M/s Alesia Buildtech Private Limited, a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at House No. A -3 43, F/F, Front Side Shera Mohalla Garhi, Near East of Kailash, New Delhi acting AAMSINGSTROUGH its Authorized Signatory, Mr. Vivek Kumar S/O Sh. Prem Singh resident of

FOR ALESIA BUNLDTECH PVT. LTD.

LTI NATH



For ALESIA BUILDTECH PVT. LTD

House No. 720, Sector-29, Faridabad, Haryana, duly authorized by Board Resolution dated 9-03-2018 (hereinafter referred to as the "Developer", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders, of the OTHER PART.

The Owner and the Developer are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

- WHEREAS the Owners are the sole and legal, actual, exclusive and absolute A. owners in vacant and peaceful physical possession of the agricultural land bearing Khewat No. 124 Khatauni no. 148 bearing Rectangle no. 31 Kila 10 (7-7), 11 (8-0), 12 (8-0) total admeasuring 23 Kanal 7 Marlas and Khewat no. 68 Khatauni no. 89 Rectangle no. 30 Kila no. 6 (0-4), 15 (2-7), 16 (3-19) and Rectangle no. 31 Kila no. 20 (6-13) total admeasuring 13 Kanal 3 Marlas total of both khewats is 36 Kanal 10 Marlas out of which Ram Kishan and Hari Chand are owners to the extent of equal shares vide Jamabandi for the year 2009 - 10 situated in the revenue estate of village Rivazpur, Tehsil and District Faridabad, Haryana and located in Sector - 89, Faridabad, Haryana and land bearing Khewat no. 17 Khatauni no. 17 Rectangle no. 45 Kila No. 14 (7-0), 16 (2-7), 17 (4-16) total admeasuring 14 Kanal 3 Marlas out of which Ram Singh has 1/3 Share, Ram Kishan has 1/6 Share, Hari Chand has 1/6 Share, Nathi has 1/6 Share and Ratti Singh @ Ratti Ram has 1/6 Share situated in the revenue estate of village Tikawali, Tehsil and District Faridabad, Haryana located in Sector – 89, Faridabad, Haryana. The sum of all the aforementioned knewats is 50 Kanal 13 Marlas (6.331 acres) situated in the revenue estate of villages Rivazpur and Tikawali, Tehsil and District Faridabad, Haryana (hereinafter referred to as the "said Land").
- B. AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities of the government and is further financially and technically capable to undertake the development works as per the terms of license/change of land use granted or to be granted by the relevant authority/department of the State of Haryana.
- C. AND WHEREAS the Owner has represented to the Developer that the Land is capable of being developed as a residential housing project under Affordable Housing Policy, 2013 and had approached the Developer to obtain the license / conversion of land use for the development of the said Land into residential, commercial, institutional, affordable housing, plotted, IT or any other use as may be permitted in accordance with the existing policies, norms, rules or byelaws of the authority of the State of Haryana and to carry out the development and construction works of the said appropriate project as per the terms of the license / conversion of the land use that may be granted by the relevant authority / department of the State and the Developer has agreed to the same. Now therefore, the Parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:



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## NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the Owner hereby grants and conveys its permission, consent and approval to the Developer and the Developer hereby agrees and accepts to develop, construct, market, sell and obtain all relevant approvals, sanctions, permissions and no-objections from all appropriate authorities to develop any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter including any residential group housing colony, affordable or otherwise, plotted colony, affordable or otherwise, commercial colony, institutional colony, IT cyber park or any other projects as may be permitted in accordance with the prevalent policies of the authority.
- 2. That the entire costs and expenses required for carrying out construction, development, marketing and completion of the intended project or projects including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses to be obtained in respect to the Land shall be solely and exclusively borne by the Developer. The Owner shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect and entire financial costs, expenses, charges, fees or any other expense shall be solely and exclusively borne by the Developer.
- 3. The Parties have agreed that in lieu of the mutual covenants of the Parties under this Collaboration Agreement, the Owners and the Developer shall share the revenues generated out of the sale proceeds of the project to be developed over the said Land in the ratio of 10 (Ten): 90 (Ninety), respectively. Further, the share that will be received out of the sale proceeds by the Owners, as agreed herein, shall be distributed amongst the Owners in proportion to their ownership of the Land. The Developer is hereby making the payment of a sum of Rs. 26,00,000/- (Rupees Twenty Six Lakh only) to the Owners and the Owners doth hereby acknowledge the receipt of the said amount from the Developer in lieu of consideration for signing and agreeing to the terms of the present Agreement. The details of the payment of Rs. 26,00,000/- to the Owners is given hereinunder:

Cheque no.	Dated	Drawn on	In Favour of	Amount
				(In Rupees)
000118	9-03-2018	KVB	Ram Singh	5,00,000
000119	9-03-2018	KVB	Nathi	5,00,000
000120	9-03-2018	KVB	Ratti Singh	5,00,000
000121	9-03-2018	KVB	Hari Chand	1,00,000
000122	9-03-2018	KVB	Ram Kishan	10,00,000

4. The physical possession of the said Land has been handed over to the Developer by the Owners to carry out the work of development, marketing, sale and construction of the project or projects as may be approved by the appropriate authorities as may be allowed by the prevalent norms, statutes, rules, policies

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For ALESIA BUILDTECH PVT. LTD

and byelaws of the authority / department of the State. The development of the project or projects on the said Land shall be done by the Developer at its sole discretion without any interference or objection from the Owners or their legal heirs.

- That the Owners agree that the Owners in accordance with the terms and 5. conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said Land and irrevocably vested in the Developer all the powers and authority of the Owners as may be necessary for the development, construction and completion of the proposed project or projects on the said Land as and when desired by the Developer.
- That the Developer shall for and on behalf of and in the name of the Owners 6. apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project(s) on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
- The Developer shall file appropriate applications with the Director General, 7. Town & Country Planning- Haryana (Chandigarh) ("DGTCP") subject to the Owners signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DGTCP, HUDA and government of Haryana. The Owners also agree to execute a power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) as may be required by the Developer for the purposes of obtaining all sanctions, licenses, approvals, permissions and no-objections for development, marketing and sale of the project(s) from the appropriate authorities.

The Developer shall develop, construct, market, sell and complete the project(s) 8. on the said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owners shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals pertaining to construction, development, marketing, sale and completion of the project(s).

The responsibility of obtaining the licence/conversion of land use shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from Director General Town and Country Planning, Haryana, Chandigarh and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantees etc. for the payment of External Development Charges, Internal Development Charges or any other FOR ALESIA BUILDTECH PAYT, LTD.

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Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of un-built or built up areas, in the project or projects to be developed on the said Land, to any person at any time either before or after the project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.

- 17. The Owners declare and assure the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims, prior agreements, attorneys, third party rights and interests and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims, third party rights and interests and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.
- 18. The Owners agree, confirm and assure that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owners shall compensate the Developer prorata except in the case of acquisition by the government of Haryana when the Developer shall be entitled to receive compensation directly from the State government or any of its authorities and to this effect the Owners hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc. to do the necessary acts/deeds/things, including receiving the compensation thereof from the government.
- 19. In case the said Land or any part thereof now declared to be belonging to the Owners is lost or found wanting on account of any defect in the title of the Owners or right of the Owners to transfer the same or any other person claiming title paramount to the Owners or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owners, the Owners shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owners agree and undertake to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.
- All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
- 21. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the sale proceeds from the sale of the project as agreed under this agreement.
- 22. After the construction of project, sale deeds or such other documents effecting the transfer of the built up property, or any part thereof, shall be executed and

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For ALESIA BUILDTECH PVT. LTD.

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duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owners shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of general power of attorney executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owners.

- 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 other 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.
- All the original papers, title documents relating to the said Land in the name of 24. the Owners are being retained in the safe custody of the Developer.
- The Owners shall be bound to comply with all the terms and conditions of 25. Licence and the terms and conditions of the DGTCP in respect of the project sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owners in this regard.
- All previous understandings, agreements, MOUs, etc. whether written or oral, if 26. any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
- In the event of any question or dispute arising in connection with or incidental 27. to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a single arbitrator to be appointed jointly by both the parties in accordance with the Arbitration and Conciliation Act, 1996 or any of its statutory amendments, modifications, thereof. Subject to the arbitration between the Parties the Courts at Faridabad shall alone have the jurisdiction to entertain and decide such dispute.
- The Owners and Developer have represented to each other that they are duly 28. authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
- This Agreement shall not create the relationship of the partnership between the 29. Owners and Developer.
- This Agreement is irrevogable and shall remain binding on the Parties. 30. OF ALESIA/BUILD VECHIBYT.





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- The Parties have agreed to not to amend, supplement and, or cancel any of the 31. terms of this Agreement and if required the Parties shall obtain the prior written permission from the Director General Town and Country Planning, Haryana before making any amendment, supplement and, or cancelling the terms of this Agreement.
- The Developer shall always comply with all the terms and conditions as may be 32. incorporated in the letter of intent and license to be granted by the Director General Town and Country Planning, Haryana in respect to the said Land. The Developer shall always comply with the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules framed there under. The Developer shall remain bound with the terms and conditions until the Developer obtains the Final Completion Certificate or till DGTCP specifically allows the release of the Developer from complying with such terms and conditions

IN WITNESS WHEREOF the Parties have signed this Collaboration Agreement at Faridabad on the date, month and year first above written in the presence of witnesses.



Shri Ram Kishan

Shri Hari Chand

m Singh

Sh. Nathi

Sh. Ratti Sin

**OWNERS** 

For Alesia Buildtech Pvt. Ltd.

For ALESIA BUILDTECH PVT. LTD

AUTHORISED SIGNATORY

Vivek Kumar Authorized Signatory DEVELOPER

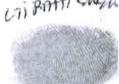
WITNESSES S. SHARMA Advecate 1.

DILL. COMORALESTA BUILD

CH. TARA CHAND Advocate

Distt, Court, Faridabad

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Reg. No.

Reg. Year

Book No.

9602

2017-2018

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पेशकर्ता



दावेदार



गवाह

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CAZ NATHI



उप /सयुँक्त पंजीयन अधिकारी

पेशकर्ता

Ram Kishan etc

For ALESIA BUILDTECH PVT LTB draws

दावेदार

M/s Alesia Builtech pvt. Ltd. thru Vivek kumar

ाबाह 1:- C s sharma

\_गवाह 2:- sunny jhamb\_

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 9,602 आज दिनोंक 09/03/2018 को बही नः 1 जिल्द नः 9 के पृष्ठ नः 26 पर पेंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 327 के पृष्ठ सख्या 37 से 39 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गयाहो ने अपने हस्ताक्षर निशान अंगुठा मेरे सामने किये हैं।

दिनाँक 09/03/2018

उप / सर्युं भेत्र विजीयन अधिकारी फरीदाबाद

CHARL CHAND ARAT HE Anvocates ("Isr. Cour. I and abad