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14/6/2019



### Indian-Non Judicial Stamp Haryana Government



Date: 16/01/2019

Certificate No.

E0P2019A162

GRN No.

Non Judicial

43232331



Penalty: (Rs Zero Only)

Stamp Duty Paid : ₹ 1219500 ₹0

Seller / First Party Detail

Name:

Bcc Edutech Pvt Itd

H.No/Floor: K1

Sector/Ward ::

LandMark: Green park main

City/Village New delhi

District: New delhi

District: New delhi

State:

Delhi

Phone:

Others: Authorised signatory mr sanjay rastogi

Buyer / Second Party Detail

Name:

Conscient Infrastructure Pvt Itd

H.No/Floor: K1

Sector/Ward: Na

LandMark: Green park main

Delhi State:

City/Village: New delhi Phone:

Others: Authorised signatory mr s k kaushik

Purpose: Collaboration Agreement



cument can be verified by scanning this QrCode Through smart phone or on the web:

## COLLABORATION AGREEMENT

Area

5.08 Acres

Stamp

Rs. 12, 19, 500/-

GRN No.

43232331

THIS Agreement is executed at Tehsil Tigaon, District Faridabad on this 17<sup>th</sup>day of January, 2019 by and between:-

M/s BCC Edutech Pvt. Ltd. (formerly known as 'B.C.C. Garments and Export Pvt. Ltd.)', a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at K-1, Green Park Main, New Delhi-110016, acting through its Authorised Signatory Mr. Mahendra Sharma, duly authorised vide Board Resolution dated 01.11.2018 (hereinafter referred to as "Owner" which expression shall be deemed to include, if the context so requires, its successors, attorneys, administrators and permitted assigns and all those claiming through them)

#### AND

M/s Conscient Infrastructure Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at K-1, Green Park Main, New Delhi - 110016, acting through its Authorised Signatory Mr. S.K. Kaushik, duly authorised vide Board Resolution dated 05.10.2018 (hereinafter referred to as the "Developer" which expression shall be deemed to include, if the context so requires, its

डीड सबंधी विवरण

डोड का नाम AGREEMENT

तहसील/सब-तहसील Tigaon

गांव/शहर फरीदपुर

भवन का विवरण

भूमि का विवरण

धन सबंधी विवरण

राशि 60,975,000.00 रुपये

कुल स्टाम्य डयूटी की राशि 1.219,500.00 रुपये

E-Stamp स्टाम्प न. e0p2019a162

स्टाम्प की राशि 1,219,500.00 रुपये

DFC: КЛЛІЛН

रजिस्ट्रेशन फीस की राशि 50,000.00 रुपये

E-Challan No.43318197

पेस्टिंग शुल्क 3,00 रुपये

Drafted By: Kapil Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनॉक 17/01/2019 दिन गुरूवार सपय 4:03:00PM बजे जो/श्रीमती/कुमारी M/s BCC Edutech Pvt. Hd. Thru भूक्री/भूगी/फरेंभेगाश्री/श्रीमती/कुमारी निवासी द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता,

on M/s BCC Edutech Hyt. Itd. Thru Mahendra Sharma

उप/सयुँकत पँजीयन अधिकारी

"Tigaon सन रिलास्ट्रा

उपरोक्त पंशकतां व श्री/श्रीमती/कुमारी M/s Conscient infrastructure Pvr. ltd. Thora K. Kaushik रावेदार हाजिर है। प्रस्तुत प्रलेख कं संध्या प्रमासक्तां स्वीकार विवास विवास प्रकर्ता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई ग्राशि के लेन देन को स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Anuj Sharma Adv पुत्र/पुत्री/पतनी श्री/श्रीमती/कुमारी निवासी FBD व श्री/श्रीमती/कुमारी Piyush Bhardwaj पुत्र/पुत्री/पतनी श्री/श्रीमती/कुमारी Piyush Bhardwaj पुत्र/पुत्री/पतनी श्री/श्रीमती/कुमारी निवासी FBD व की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 17/01/2019

उप/सर्युक्त पँजीयन अधिकारी

Tigaon

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पुर डाल दी गई है

सप् / स्युक्त पंजायन अधिकारी संगुद्ध हो Tigaon

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successors, attorneys, administrators and permitted assigns and all those claiming through it).

(The Owner and the Developer shallhereinafter collectively be referred to as "Parties" and individually as "Party" as the context may require)

#### **WHEREAS**

- A. The Owner is the absolute and exclusive owner in possession of land comprised in Rect No. 15 Killa No. 4 (6-1), 5 (8-0), 6 (8-0), 7 (8-0) and Rect No. 7 Killa No. 24 (2-12), 25 (8-0) admeasuring 5.08 acres (hereinafter referred to as the "Said Land") situated at Village Faridpur, Sector-78, Faridabad, Haryana and is the duly recorded owner in the revenue records indicating clear title in its favour. Details of land schedule of the Said Land are enclosed as Annexure-A.
- B. The Developer is engaged in the business of construction and real estate development and has vast experience, requisite expertise and other resources required for the development and construction of real estate projects and is already undertaking development of an affordable group housing project on land admeasuring 7.394 acres (hereinafter referred to as the "Existing Project") located in close vicinity to the Said Land in accordance with the provisions of the Haryana Affordable Group Housing Policy.
- C. The Owner has represented the following:
  - a. that the Owner will complete the necessary statutory formalities as maybe required for grant of an additional license for affordable group housing / group housing / commercial project / School.
  - b. that the Said Land is free from all kind of encumbrances such as lien, charge, mortgage, restrictive covenant, pledge previous sale/agreement to sell transfer, acquisition and requisition proceeding, statutory dues, attachments, minor claims or claim of any other nature whatsoever.
  - c. that the Said Land is no more within the agricultural zone and can be used for residential / commercial / school purpose.
- D. Keeping in view the change in the character and use of the Said Land in the terms of the revised Master Plan, the Parties are now desirous of entering into Collaboration for development of an affordable group housing / group housing / commercial project / School project on the Said Land (hereinafter referred to as the "New Project")

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DDO Code: 0364

## E - CHALLAN Government of Haryana

Candidate Copy

Valid Upto:

24-01-2019 (Cash) 18-01-2019 (Chq./DD)

GRN No.:

0043318197

Date: 17 Jan 2019 14:50:36

Office Name:

0364-Sub Divisional Officer C Faridabad

Treasury:

Faridabad

Period:

(2018-19) One Time

Head of Account	Amount ₹
0030-03-104-97-51 Pasting Fees	10
0030-03-104-99-51 Fees for Registration	50000
PD AcNo 0	
Deduction Amount: ₹	0
Total/Net Amount: ₹	50010
₹ Fifty Thousands Ten Rupees	

## Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:

Tenderer's Name: bcc edutech pvt ltd

Address:

green park new delhi

Particulars:

collaboration agreement

Cheque-DD-Detail:

Depositor's Signature

#### FOR USE IN RECEIVING BANK

Bank CIN/Ref No:

Payment Date:

17/01/2019

Bank:

SBI Aggregator

Status:

- E. The Developer, being the holding company of the Owner, stands committed and will fully support the Owner company financially as well as technically in respect of all development work to be undertaken by the Owner company.
- F. The Developer has agreed to enter into the present collaboration agreement on the above representation and assurance of the Owner of having clear and marketable title to Said Land and there is no impediment to enter into the present agreement on the following terms and conditions:

# NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. RIGHT TO DEVELOP

- 1.1 The Owner hereby entrusts, hand over and gives the Developer exclusive and irrevocable rights for the development and construction of an affordable group housing / group housing / commercial project / School project on the Said Land in accordance with the applicable bye laws, rules and regulations. Exclusive rights in respect of architectural control, design and construction of the New Project shall vest completely with the Developer.
- 1.2 The Developer shall have the right to also include other lands adjoining the Said Land, in the New Project.
- 1.3 The Developer shall complete the New Project within the stipulated time period as per the applicable laws.
- 1.4 The Developer shall have the right to appoint such architects / design / engineering consultants as maybe required for development of the New Project and shall be exclusively liable to negotiate and enter into binding contracts with and make payments to all the consultants so appointed. The Owner shall have no responsibility to make any payments to the consultants so appointed and all such payments shall be to the account of the Developer.
- 1.5 That the construction shall be good quality and as per standard/l.S. specifications.
- 1.6 The Developer shall have the right to assign this agreement either in whole or in part in favour of any person including but not limited its Associate/Group Companies.

#### 2. OWNER'S OBLIGATION, UNDERTAKING AND RIGHTS

2.1 The Owner declares that he has not agreed, committed to or contracted or entered into any agreement for sale or joint construction of the Said Land



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or any part thereof to any person other than Developer and that he has not created any lien, charges, mortgage or encumbrances on the Said Land and would keep it free from all kind of encumbrances during the subsistence of these presents. The Owner agrees and undertakes that after the execution of this agreement, under no circumstances, would it sell, lease, mortgage or otherwise, enter into any agreement to sell or otherwise deal with the Said Lands or any part thereof.

- 2.2 The Owner takes responsibility and declares that it has not received and to its knowledge, the government, local authority and the municipal authority have not issued any notice affecting the Said Land or imposing any restriction on the development, construction and sale / transfer of development rights of the Said Land in any manner whatsoever. The Owner shall pay and discharge all outstandings including corporation tax and other levies in respect of the Said Land and shall also be liable to incur and pay all government charges to be incurred in relation to the development of the New Project including but not limited to EDC charges, license fees, fees for statutory approvals etc.
- 2.3 Each Party will be responsible for making payment of direct taxes like income tax arising in relation to its respective share of profits arising from the development of the New Project.
- 2.4 The Developer shall have the full right to mortgage the Said Land and all receivables therefrom (including the Owner's Allocation as defined subsequently) for raising finance from any banks / financial institutions for construction of the New Project. However, the Owner will not be responsible for making any payments to the bank / financial institution and the responsibility for repayment of the loan so taken and the applicable interest thereon shall lie exclusively with the Developer.
- 2.5 The Owner shall execute a Special Power of Attorney simultaneously upon signing of this agreement in favour of the Developer to enable the Developer to undertake all activities as maybe necessary for undertaking construction on the Said Land including but not limited to raise finances by offering mortgage of the Said Land, to apply for and obtain necessary approvals required in relation to the construction and development of the New Project from appropriate authorities, to represent the Owner before any Government or semi Government authority and upon completion of the New Project, to transfer conveyance of the units in favour of the Allottees by executing Conveyance Deeds for registration of the units in the New Project.
- 2.6 The Owner undertakes not to interfere with the construction work to be undertaken by the Developer in any manner whatsoever.

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- 2.7 The Owner shall co-operate in all respects with the Developer for obtaining the requisite sanctions/approvals from any government/ non-government authority. All such sanctions / approvals shall be at the cost of and to the account of the Owner.
- 2.8 That the Owner hereby confirms and declares that the EDC and IDC as applicable for the full project shall be paid for by the Owner.

#### 3. POSSESSION

The exclusive physical possession of the Said Land shall be handed over to the Developer by the Owner within 15 days after the receipt of the requisite approvals from the statutory authorities. The Developer shall be entitled to demolish the existing structures, if any, and dispose off the debris on its own account to which the Owner has no objection.

#### 4. DEVELOPER'S RIGHT

- 4.1 The Developer shall be entitled to enter into any agreement with any building contractor, architect, engineer, appoint agents for the purpose of construction on the Said Land in its own name and costs, risk and expenses. The Developer shall be solely responsible for all action, including any violation and mishappenings during construction on the Said Land.
- 4.2 The Developer shall be entitled to raise funds after giving intimation to the Owner for the construction of the Said Land by creating charge in any manner whatsoever over the Said Land to the extent of the Developer's Allocation.

#### 5. SHARING RATIO

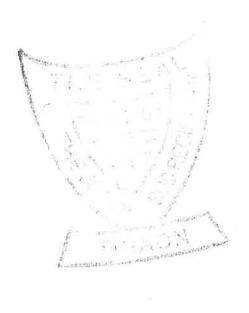
The revenue allocation shall be as follows:-

- a) Owner –10% of the sale proceeds from sale of the residential saleable areain case of an affordable group housing / group housing project and 10% of the total sale proceeds in case of any other project ("Owner's Allocation")
- b) Developer –Balance sale proceeds from sale of the Project("Developer's Allocation")

#### 6. CONSIDERATION AND AREA SHARING RATIO

6.1 The Parties confirm that the consideration as mentioned herein is adequate for the rights being provided to either party and the Parties shall never challenge the adequacy of the consideration any time in future.

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- 6.2 The Developer/Associate Company is free to include other land in the project and apply as a single amalgamated license without prior approval of the Owner. In case extra land is included with the Said Land, the Developer Allocation will increase to the extent of the saleable area of the extra land and the proportions will be reworked accordingly.
- 6.3 The Developer shall be entitled to sell and market all the areas within the Project (including both residential and commercial areas as maybe applicable) in any manner whatsoever to which the Owners have no objection.
- The Owners do hereby, in furtherance to the covenants, obligations and terms under the Collaboration Agreement, irrevocably nominate, constitute and appoint the Developer acting through its directors / representatives/ employees, to act as an agent on behalf of the Owners and in their name and/ or on their behalf to do, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion in respect of the branding, marketing, sale and allotment of the Project under the Collaboration Agreement and all subsequent understandings / amendments thereto, including any commercially agreed terms in regard to the same, including the following;
  - a) to sell the entire area in the Project;
  - b) to issue advertisements in compliance with applicable regulations and laws, in such mode and manner as may be deemed fit by the Developer for sale of the saleable area, units and apartments in the Project;
  - to select and depute the set of brokers, channel partners for sale of the Project;
  - d) to sell or in any other manner of transfer or creation of mortgage, create third-party rights in the Project along with the proportionate interest in the underlying Collaboration Land, and execute on behalf of the Owners all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, deed of apartment, no objection certificates to mortgage, permission to transfer, default notices, tripartite agreement with the banks / financial institutions for funding / mortgage, possession notice, possession letter tenancy or any other agreement in relation to the Project along with proportionate undivided interest in the land on which the Project is developed, in accordance with the Collaboration Agreement, in such form and

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manner as deemed fit and appropriate by the Developer. To present all such documents including the sale / conveyance deed for apartments/shops/spaces and undivided share in the land underneath for registration before the jurisdiction sub-registrar, to admit execution and to all such acts, deeds and things as may be required for registration of the said documents;

- e) to price the units/shops/spaces in accordance with the provisions of the applicable laws and to collect / receive all such payments. To decide upon the payment plan, interest on delayed payments, forfeiture charges, etc. collected from the allottees/purchasers of saleable area / units / apartments and all such other similar charges that can be retained by a developer / promoter of projects of similar nature, including but not limited to GST, stamp duty, registration charges, legal fees and all other similar charges, maintenance deposits, electricity connection charges etc, and collect the same from the Allottees.
- f) to handover possession of the saleable area to the purchasers / allottees after grant of the occupation certificate;
- g) to liaise and correspond with all purchasers / allottees during the entire sale process, to respond to queries / concerns, if any, that the purchasers / allottees may have from time to time in the name of and on behalf of the Owners. To take all necessary steps and actions as may be deemed appropriate in case of any default by the purchasers / allottees in the allotment terms, conditions or processes.
- h) To cancel/ alter the allotments to purchasers / allottees in the event of any default by the allottees / purchasers and agree to refund of such amounts as may be refundable in such cases or otherwise to allottees / purchasers. To alter / waive any default penalties / charges payable by the allottees / purchasers under the allotment document and / or grant additional term for payment and to charge interest on the same.
- To undertake all steps and processes generally required and necessitated in the process of allotments / sale of apartments / units/shops/spaces as per applicable bye laws

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- j) To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the New Project with the allottees / purchasers / customers and contractors / suppliers / consultants / architects / engineers / surveyors etc. or any other person / entity / government authority, in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas, whenever the said Developer shall thinks expedient and proper to do so, provided.
- k) To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration for the entire Project and all such other documents, undertakings etc as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
- I) enerally to do or cause to be done all such acts, deeds and things as may be necessary to exercise the authorizations granted herein.

#### 7. SPECIFIC ENFORCEMENT OF THE AGREEMENT

That both the Parties shall be entitled to specifically enforce this agreement.

#### 8. NATURE OF THE AGREEMENT

The Parties hereby declare and agree that these presents do not constitute and the parties do not intend to be a partnership or joint venture or association of persons but a joint venture agreement.

#### 9. OWNER TO EXECUTE DOCUMENTS

The Owner shall be under obligation to sign and execute from time to time all plans and application in respect of the Said Land and all other documents as may be necessary for giving proper effect to the present agreement. The Owner shall also beunderobligation to execute a general power of attorney in favour of the Developer for the purposes mentioned in the agreement.

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#### 10. MAINTENANCE

The building in the project including the Units will be maintained by the Developer and/or its nominee and a separate agreement shall be entered into with the Buyers for the same.

#### 11. FORCE MAJEURE

That the period of constructing the above project by the Developer is fixed as 60 months from the date of sanction of Building Plans of the New Project or from the date of grant of Environmental Clearance, whichever is later, so as to enable the Developer to undertake the construction as contemplated under this agreement unless the project as delayed due to any force majeure like earthquake, flood, disaster, fire, act of God, strikes, riot, court orders, change in policy by the government which are beyond the control of the Developer.

#### 12. ARBITRATION

That in case of any disputes arising or touching upon the agreement in question, same shall be referred for arbitration. The arbitrator shall be appointed jointly by the Developer and the Owner whose award shall be final or binding. The cost of the arbitration shall be shared equally by the both Developer and the Owner. The venue of the arbitration shall be New Delhi.

#### 13. IRREVOCABLE

That the present Collaboration Agreement shall be irrevocable and no condition of the same can be revoked or altered without the prior permission of the Director, Town and Country Planning, Haryana. However, if either of the parties fails to undertake its obligation as provided under this agreement, non-defaulting party shall have the right to issue cure notice of 15 (fifteen) days and if still the obligation is not undertaken, the Non-defaulting party shall be entitle to seek specific performance of this agreement.

#### 14. DUE DILIGENCE

That the Developer shall have the right to undertake Due Diligence, issue public notices etc. in respect of the said lands and/or additional lands and/or further lands after the execution of this Agreement and in case of Developer is dissatisfied, the Developer shall call upon the owner to rectify any defect in the title falling which if possible, such defective land will fall to the Owner's share as if the same were to that extent divided and proportionate clear lands would fall to the share of the Developer and if same is not possible, the Developer will have the sole right and option to terminate these presents. The Owner shall at all times cooperate with the Developer so as to enable the

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Developer to undertake due diligence to the satisfaction of the Developer.

#### 15. JURISDICTION

The courts at New Delhi / Chandigarh (Haryana) shall have the jurisdiction to entertain all disputes in respect of the matters concerned under this agreement.

#### 16. NOTICE

That any notice, letter or communication to be made, served or communicated to Developer under these presents will be deemed to be duly made, served or communicated only, if the notice, letter or communication addressed to the Developer at the address shown above or changed address as may be intimated by the Developer in this behalf and sent by registered post. Similarly any notice, letter or communication to the owner will be deemed to be made, served or communicated only if the same in the writing is addressed and sent by the registered post to the above mentioned address of the owner at or to the address or to any other such address so intimated by the Owner to the Developer for this purpose.

#### 17. MODIFICATION

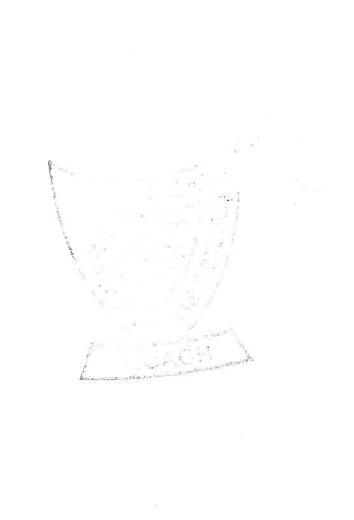
No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.

#### 18. SEVERABILITY

In any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

#### 19. WAIVER

The failure of any party to insist upon a strict performance of any of the terms and provision of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.



- 20. The Owner shall provide all information and documents to the Developer indicating his clear title on the land in question, and shall sign all necessary documents if required by the Developer for obtaining permission if any from the competent authorities.
- 21.THIS AGREEMENT is being signed in duplicate and both the parties shall retain one copy each.
- 22. That the parties shall co-operate with each other so as to ensure that proper effect is given to those present.

IN WITNESS WHEREOF, the parties have signed this Agreement on that date month and year first above written in the presence of the witness.

For and on bahalf of Owner

Developer 3

For and on behalf of

With the Day AJ

Witness No.1

Advocate,

Witness No.2

Pignsh Bherdwest Sto Ramakant Bherdway. 1260-2/691, Kheteri Waster Olds Forridaberds

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Kepis Der Pour

Reg. Year

Book No.

2.434

2018-2019









प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्यांक 2.434 आज दिनोंक 170(20)9 को बंहों तः । जिल्ह तः 2 के पुष्ठ नः 103 पर पॅजीकृत किया गया तथा इसकी एक प्रति अतिस्कित बही सख्या ! जिल्ह नः 59 के पृष्ठ संख्या 22 से 24 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस वस्तावंज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

- दिनॉक 17/01/2019

२० / प्रयुवात गाँकीयन, अधिकारी र figuon सब राजिस्ट्रार [0]1119