

8034

Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date : 01/12/2016

Certificate No. E0A2016L749

Stamp Duty Paid : ₹ 168000
(Rs. Only)

GRN No. 21816468



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vshine Construction PvtLtd

H.No/Floor : A13

Sector/Ward : .

LandMark : Shyam nagar colony

City/Village : Palwal

District : Palwal

State : Haryana

Phone: 9416374756

**Buyer / Second Party Detail**

Name : Valmax Construction PvtLtd

H.No/Floor : D4

Sector/Ward : X

LandMark : Krishna park

City/Village: Devli road

District : New delhi

State : Delhi

Phone : 9810039630

Purpos

AGREEMENT

ent can be verified by scanning this QrCode Through smart phone or on the website <https://e>**COLLABORATION AGREEMENT**executed at Palwal on this 1st day of December, 2016**Between**

V Shine Construction Private Limited, a company incorporated in India under the provisions of Companies Act, having its office at A-13, Shyam Nagar Colony, Palwal [acting through its Director Shri Surinder Garg duly authorized vide Board Resolution dated 25.11.2016, hereinafter referred to as "First Party", which expression unless repugnant to the context or subject, shall include its successors, assigns and representatives

And

Valmax Construction Private Limited, a company incorporated in India under the provisions of Companies Act, having its office at D-4, Krishna Park, Devli Road, New Delhi [acting through its Director Shri Ajay Goel duly authorized vide Board Resolution dated 21.11.2016, hereinafter referred to as "Second Party", which expression unless repugnant to the context or subject, shall include its successors, assigns, representatives, heirs, administrators, nominees and executors

For VSHINE CONSTRUCTION PVT. LTD.

Director

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For VALMAX CONSTRUCTION PVT. LTD.

Director

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील पलवल

गांव/शहर पलवल

भवन का विवरण

भूमि का विवरण

धन संबंधी विवरण

राशि 3,356,312.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 168,000.00 रुपये

E-Stamp स्टाम्प न. E0A2016L749

स्टाम्प की राशि 168,000.00 रुपये

DFC: IHOHMKMO

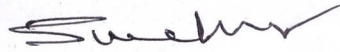
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

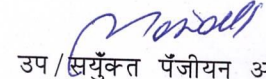
Drafted By: Self

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 01/12/2016 दिन गुरुवार समय 2:19:00PM बजे श्री/श्रीमती/कुमारी V Shine Construction Private Limited thru Director Surinder Garg पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी A-13, Shyam Nagar Colony, Palwal द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता



उप/सयुक्त पंजीयन अधिकारी

पलवल

श्री V Shine Construction Private Limited-thru-Director-Surinder Garg

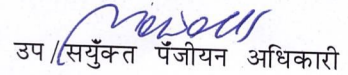
उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Valmax Construction Private Limited-thru-Director-Ajay Goel दावेदार हाजिर है। प्रस्तुत प्रलेख सकेसक स्थोस्वीके गदो नीक वक्षो प्रसेर मुनकेर अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Pradeep Suhag, Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Faridabad

व श्री/श्रीमती/कुमारी Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khyali Singh निवासी Palwal ने की।

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

दिनांक 01/12/2016

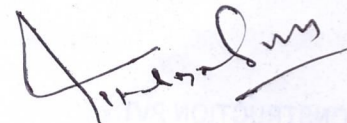


उप/सयुक्त पंजीयन अधिकारी

पलवल

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

उप / सयुक्त पंजीयन अधिकारी
पलवल

AND WHEREAS First Party namely V Shine Construction Private Limited is Owner of land measuring 32 Kanal 07 Marla situated in village Palwal, Tehsil and District Palwal, which is hereinafter referred to as "said land". Detail of said land is as under:-

½ Share of total land measuring 64 Kanal 14 Marle bearing Rectangle No. 286 Killa No. 9 (8-0), 11/1(4-13), 12/2 (6-14), 19 (4-18), 20/1 (2-17), 20/2(5-3), 21/1(4-7), 21/2(2-17), 22(5-7), 26(0-17), Rectangle No. 287, Killa No. 15/2(5-10), 16/2 (6-17), 28 (1-18) situated within the revenue estate of Village Palwal, Tehsil and District Palwal.

AND WHEREAS remaining ½ share of above detailed land is owned by Second Party.

AND WHEREAS Parties hereto are engaged in real estate business. Parties hereto have realized the potential of said land and have agreed that Second Party shall develop a Residential Plotted Colony on said land. Following are the terms and conditions of agreement between the parties:-

NOW THE PARTIES HERETO DECLARE, UNDERTAKE AND AGREE AS UNDER

1. **Basic Agreement:**

- a) First Party hereby gives its aforesaid land measuring 32 Kanal 07 Marla to Second Party for development of plotted residential Colony (hereinafter referred to as the 'said colony') under Deen Dayal Upadhyay – Jan Awas Yojna of Government of Haryana.
- b) Said colony shall be developed in accordance with Rules after taking required license and permissions from competent authorities.
- c) Second Party shall be entitled to join First Party's said land measuring 32 Kanal 07 Marla with Second Party's own land measuring 32 Kanal 07 Marla for developing the plotted residential colony under aforesaid scheme of Government of Haryana.

2. **Possession:**


First Party has given possession of said land (i.e., land measuring 32 Kanal 07 Marla being ½ share of total land measuring 64 Kanal 14 Marle) to Second Party.

For VSHINE CONSTRUCTION PVT. LTD.


Director

Page 2 of 5

For VALMAX CONSTRUCTION PVT. LTD.


Director

3. **Compliances:**

Second Party i.e., Valmax Construction Private Limited shall be responsible for compliance of all terms and conditions of License/provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules of 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.

4. **Representation before Government Departments**

Second Party shall be entitled to make representation before the Government Departments with respect to the said land or any portion thereof. Second Party shall be entitled to apply and obtain electricity, water and sanitary connections for the said land or any part thereof. Second Party shall be entitled to apply and obtain necessary licenses (including license to develop said colony from the office of Director General, Town & Country Planning), permissions, approvals including approval for change of land use, layout plans, etc. from the concerned department/authority.

5. **Investments For Development:**

Second Party shall invest all funds required for development of said colony.

6. **Consideration:-**

- (a) In lieu of Second Party conducting development on said land measuring 32 Kanal 07 Marla, First Party shall be entitled to 10% i.e. 03 Kanal 4.7 Marla of First Party's said land measuring 32 Kanal 07 Marla.
- (b) Second Party's aforesaid consideration in the form of land shall be indentified with mutual consent of the parties after approval of layout plan of said colony.
- (c) Subject to Second Party's aforesaid consideration, second party shall have no claim in respect of First Party's said land and First Party shall have the right to sell plots/units in respect of First Party's said land.

7. **Name of Said Colony:**

Name of said colony shall be conceived, adopted and kept by the parties hereto with mutual consent.

8. **Other obligations of Parties:**

- (a) First Party shall keep said land free from all encumbrances, charges, claims, litigations, alienations, etc.
- (b) Parties hereto shall not do anything which may or in any way jeopardize or adversely affect development, marketing and selling of the said colony.
- (c) Parties hereto shall assist, co-operate, sign and execute all documents, papers, deeds, etc required for the purposes of development, marketing and selling of the said colony.
- (d) First Party shall render its full co-operation to the Second Party for obtaining necessary licenses and approvals for developing and transfer of plots/units said colony.

9. **Miscellaneous Terms:**

- (a) Each party to this agreement undertakes not to do or cause to do or omit to do such deeds, acts and things which may amount to violation of terms & conditions of this agreement and/or laws of land.
- (b) Both the parties hereto agree and undertake to sign and execute all such further deeds, documents and writings as may be required to give full effect to this agreement.
- (c) This agreement shall be deemed to have been acted upon by the parties hereto, with effect from the date of execution of this agreement.

10. **Entire Agreement:**

This Agreement is complete understanding between the parties hereto in respect of said land. All agreements and documents executed prior to execution of this agreement in respect of said land shall be deemed to have merged in this agreement and this agreement shall supersede all prior agreements and documents executed between parties in respect of said land.

11. **Partial Invalidity:**

INE CONSTRUCTION PVT. LTD.


Director

For VALMAX CONSTRUCTION PVT. LTD.

 Director

In the event of any one or more of the sentences or clauses or portion(s) of this agreement is/are found to be invalid by any court or other competent forum, this agreement will be construed as if the said sentence or clause or portion had not been inserted.

12. **Waiver:**

Failure by either parties to insist upon the strict performance of any covenant, agreement, term, or condition of this agreement, or to exercise any right or remedy, will not constitute a waiver of any breach or default, present or future, except by specific written waiver.

13. **Confidential Information:**

Either party to this agreement, except with the consent of other party in writing, will not, during the term of this agreement or thereafter, communicate, divulge, or use for the benefit of any third party any information concerning the said colony, except than in the usual course of business.

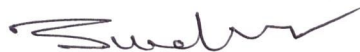
14. **Termination/Amendments:**

This collaboration agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of such agreement can be undertaken except after obtaining prior approval of the DGTCP, Haryana.


15. **Jurisdiction:**

In case of any dispute between parties hereto with respect to this agreement, same shall be settled in the Courts at Palwal only.

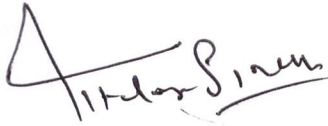
IN WITNESS WHEREOF parties hereto have signed this agreement on the date and place first mentioned above.


For **CONSTRUCTION PVT. LTD.**
(Surinder Garg)
Director
V Shine Construction (P) Ltd.
FIRST PARTY

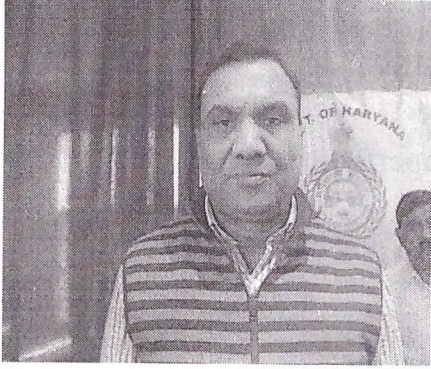
For **VALMAX CONSTRUCTION PVT. LTD.**
(Ajay Goel)
Director
Valmax Construction (P) Ltd.
SECOND PARTY

Witnesses: - 
Brahm Singh
Adv

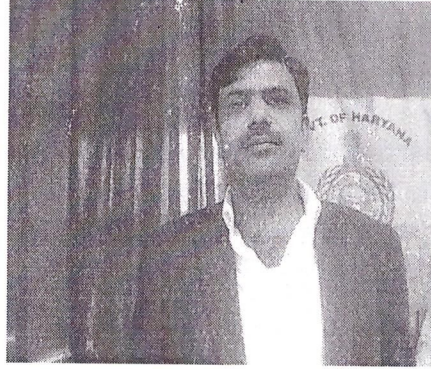
Drafted by
Page 5 of 5
Sury


Director Simha
Palwal

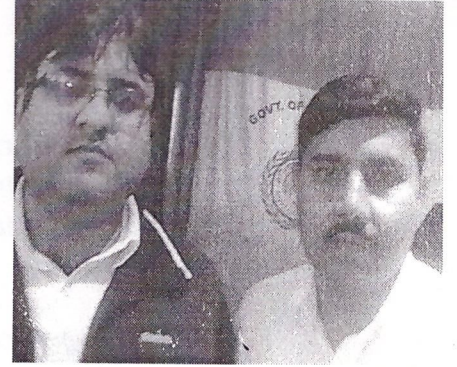
Reg. No. 8034 Reg. Year 2016-2017 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

V Shine Construction Private Limited-thru-Director-Surinder Garg

दावेदार

Valmax Construction Private Limited-thru-Director-Ajay Goel

गवाह 1:- Pradeep Suhag, Adv. गवाह 2:- Jitender Singh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8,034 आज दिनांक 01/12/2016 को बही नः 1 जिल्द नः 9 के पृष्ठ नः 144 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 170 के पृष्ठ सख्या 47 से 48 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 01/12/2016

उप/संयुक्त पंजीयन अधिकारी
पलवल