

3935

State of Immovable Properties



Indian-Non Judicial Stamp Haryana Government



Date: 19/08/2019

Certificate No. E0S2019H593



Stamp Duty Paid : ₹ 270500
(Rs. Only)

GRN No. 56227739



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Vishnu Kumar Sureka
H.No/Floor : 8 Sector/Ward : LandMark : Bougan villa westend greens
City/Village : Rajokari District : Delhi State : Delhi
Phone: 0



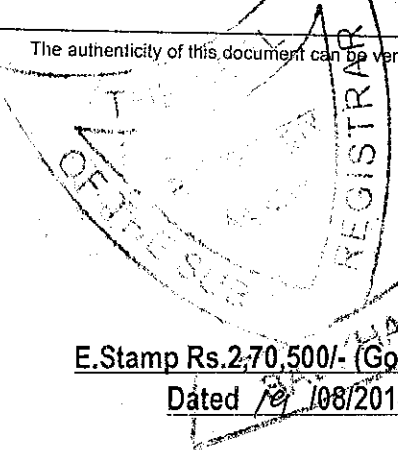
Buyer / Second Party Detail

Name : Jotindra Steel and Tubes limited
H.No/Floor : 14/3 Sector/Ward : 45 LandMark : Mathura road near mewla maharajpur
City/Village: Faridabad District : Faridabad State : Haryana
Phone : 0

Purpose : Collaboration Agreement



The authenticity of this document can be verified by scanning this QR Code Through smart p



COLLABORATION AGREEMENT
E.Stamp Rs.2,70,500/- (Govt. of Haryana) Certificate No. E0S2019H593
Dated 19/08/2019 GRN No. 56227739

This Collaboration Agreement is made and executed on this 26 day of August 2019 at Faridabad

BETWEEN

Shri Vishnu Kumar Sureka, S/o Late Shri Sita Ram Sureka R/o 8 Bougan Villa, Westend Greens Rajokari, Delhi - 110 037 (Aadhar No. 8746 1276 5302 & PAN AATPS7024H) hereinafter referred to as the "Owner", 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.

AND

M/s. Jotindra Steel & Tubes Limited, a company duly incorporated and validly existing under the Companies Act 1956, having its registered office at 14/3, Mathura Road, Sector - 45, Near Mewla Maharajpur Village, Faridabad - 121003 acting through its Director, Shri O.P. Bhardwaj, S/o Late Shri L.C. Bhardwaj, R/o A-39, Omaxe Green Valley, Faridabad 121011 (Aadhar No.

For Jotindra Steel & Tubes Ltd.

Director



डीड संबंधी विवरण		
डीड का नाम AGREEMENT		
तहसील/सब-तहसील बड़खल	गांव/शहर मेवला महाराजपुर	
भवन का विवरण		
भूमि का विवरण		
धन संबंधी विवरण		
राशि 20,000,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 270,500.00 रुपये	
E-Stamp स्टाम्प न. e0s2019h593	स्टाम्प की राशि 270,500.00 रुपये	DFC: LMIINNJP
रजिस्ट्रेशन फीस की राशि 50,000.00 रुपये	E-Challan No.56228030	पेस्टिंग शुल्क 6.00 रुपये

Drafted By: M.C. saxena, Adv.

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 26/08/2019 दिन सोमवार समय 4:16:00PM बजे श्री/श्रीमती/कुमारी Vishnu Kumar Sureka पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sita ram Sureka निवासी 8 Bougan Villa greens Rajokari Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Vishnu Kumar Sureka



th
उप/सयुक्त पंजीयन अधिकारी
बड़खल

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Jotindra Steel & Tubes Ltd. th. O.P. Bhardwaj दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों का अंश देना प्रलेखी कर किया। प्रलेख के 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 M.C. Saxena, Ad पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd व श्री/श्रीमती/कुमारी Rajender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Malook Chand निवासी Mewla Mahrajpur fbd ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 26/08/2019

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उप/सयुक्त पंजीयन अधिकारी
बड़खल

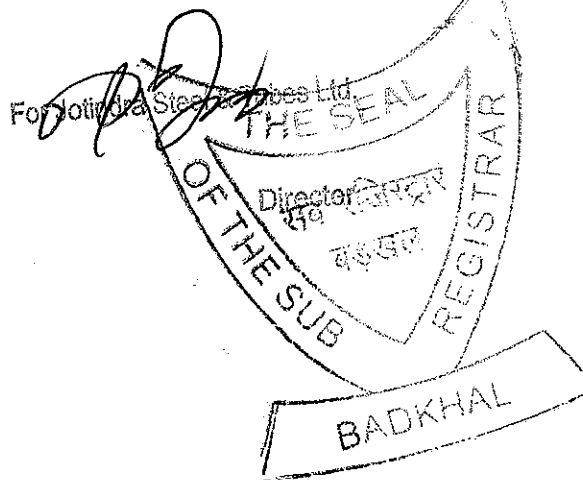
यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डील दी गई है।

उप / सयुक्त पंजीयन अधिकारी
बड़खल

*M.C. Saxena***M.C. SAXENA**

Advocate

Distt. Courts, Sec.-12, Faridkot



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4256 4244 2656 & PAN AAGPB2553B) duly authorised by Board Resolution dated 19.03.2018 (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, legal heirs, 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".

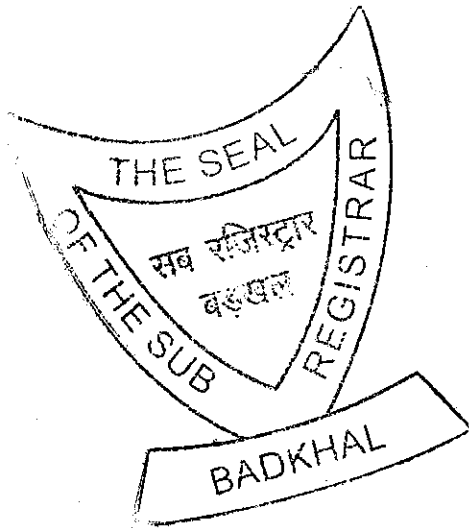
- A) WHEREAS the Owner is the sole and legal, actual, exclusively and absolute owner of vacant and peaceful physical possession of the land bearing Mustatil No. 30, Killa No. 1(8-0), 2/1 (4-5) 9 (4-13), 10/1 (4-00), Mustatil No. 25, Killa Nos. 20/1(4-3), 20/3 (1-16), 21/2(7-0), 21/1(1-0), 22/1(3-15) : Totaling to 38 Kanals – 12 Marlas (Approx. 4.821 Acres) situated in the Revenue Estate of Village Mewla Maharajpur falling under Sector 45, Tehsil & District Faridabad, Haryana.
- B) AND WHEREAS the Owner & Developer has already entered into a Collaboration Agreement Dated 15.05.2018 for Land falling under Mustatil No. 30, Killa No. 1(8-0), 2/1 (4-5), Mustatil No. 25, Killa Nos. 20/1(4-3), 20/3 (1-16), 21/2(7-0), 21/1(1-0), 22/1(3-15) : Totaling to 29 Kanals – 19 Marlas (Approx. 3.74 Acres) Registered Under Serial No. 1524, Book No. 1., Binding No. 1, Page Nos. 95 to 97 and have paid Stamp Duty amounting to Rs.9,36,000/- vide Certificate No. EON2018E60 Dated 14/05/2018, GRN No. 35333811.
- C) AND WHEREAS the Owner & Developer has are now desirous of entering into a Collaboration Agreement for the balance Land, falling under Mustatil No. 30, Killa No. 9 (4-13), 10/1 (4-00),: Totaling to 08 Kanals – 13 Marlas (Approx. 1.081 Acres) situated in the Revenue Estate of Village Mewla Maharajpur falling under Sector 45, Tehsil & District Faridabad, Haryana and hence the present covenant, which shall supersede the all earlier arrangements/agreements entered to by the Owner & Developer.
- D) 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 licence/change of land use granted or to be granted by the relevant authority/department of the State of Haryana.
- E) 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 licence/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 State of Haryana and to carry out the development and construction works of the said appropriate



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For Jotindra Steel & Tubes Ltd.

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Director



project as per the terms of the licence/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:

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 the 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 demand 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 30 (Thirty) : 70 (Seventy), respectively, as and when received from prospective customers. 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 formula for sharing the revenues so generated in the present covenant shall be binding on both the parties for the entire land parcel and shall supersede all previous written and / or verbal agreement and any addendum thereto, if any.
4. The physical possession of the said land has been handed over to the Developer to carryout the 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 and byelaws of the authority / department of the State.

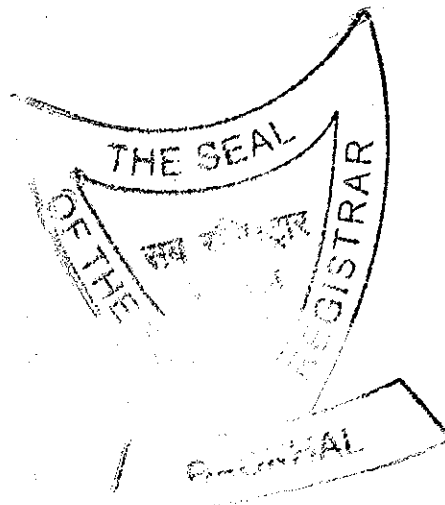


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For Jotindra Steel & Tubes Ltd.

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Director



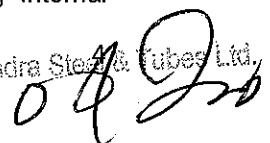
The Development of the project on the said land shall be done by the Developer at its sole discretion without any interference or objection from the Owners or their legal heirs.

5. That the Owner agrees, that the Owners in accordance with the terms and 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.
6. That the Developer shall for and on behalf of and in the name of the Owners 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.
7. The Developer shall file appropriate applications with the Director General, 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 a 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.
8. The Developer shall develop, construct, market, sell and complete the project(s) 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).
9. The responsibility of obtaining the Licence / conversion of the 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 Owner. The Bank Guarantee for the payment of External Development Charges, Internal

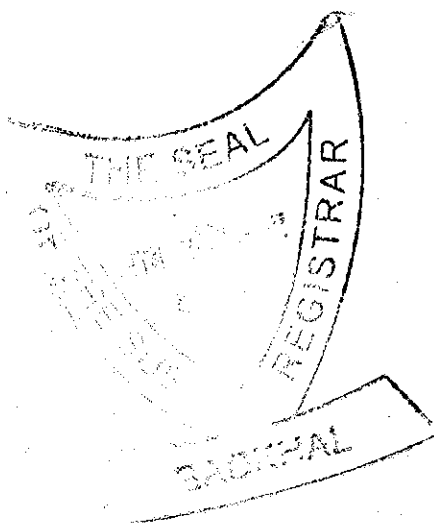




For Jotindra Steel & Tubes Ltd.



Director



Development charges or any other charges shall be furnished by the Developer from the funds/ sources of the Owners, which shall be subsequently replenished by Developer in favour of the Owners. The same shall be binding for the entire land as given in Para A) above.

10. The Parties have agreed that the building plans shall be filed for permission to construct the maximum permissible covered area on the said Land and for obtaining the maximum permissible FAR over the said Land as per the terms of the license(s) that may be granted by DGTCP.
11. The Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said Land in full or in parts and the Owners shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable power of attorney issued in its favour.
12. The Owners shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the project on the said Land at any point of time in present or in future.
13. The Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole and exclusive responsibility of the Developer.
14. All rates, cesses, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of this agreement, shall be the exclusive responsibility/liability of the Owners, after this date the same shall be the exclusive responsibility of the Developer. Thereafter, the same shall be borne by Owners and Developer jointly in proportion of their respective shares as mentioned in the Agreement herein.
15. The Owners undertake irrevocably to constitute the Developer and/or its nominees as their attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owners as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and to enter into agreement to sell and / or execute and register sale-deed or such other transfer in

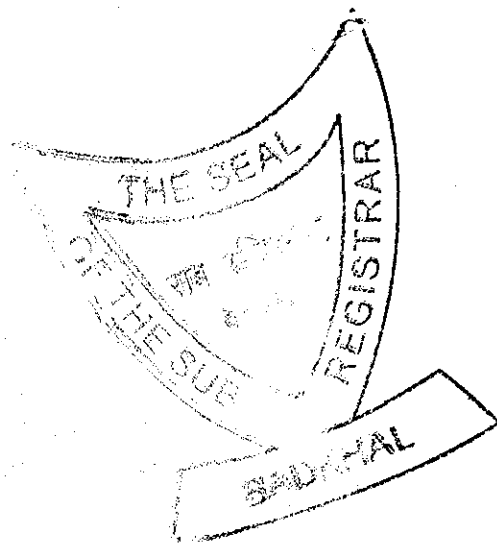


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For Jindal Steel & Power Ltd.

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Director



respect of the built-up allotted to the Developer and also to obtain necessary clearance if need be his name and signatures, in this regard.

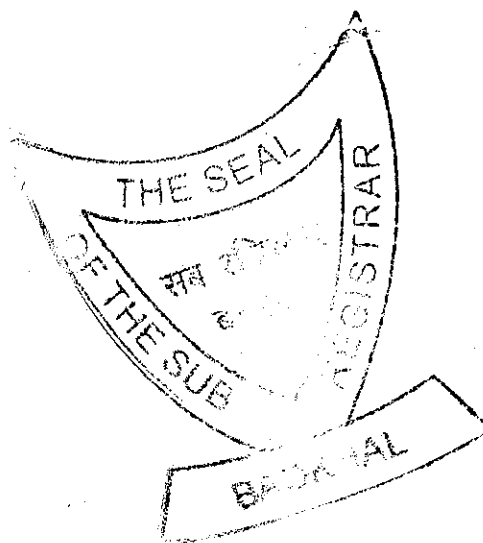
16. The Owners have undertaken to execute all documents, agreements and assurances as may be necessary and required to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion or un-built or built up areas, in the project or projects 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 Owner declares and assures 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 Owner agrees, confirms and assures 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 Owner shall compensate the Developer prorata except in the case of acquisition of Land 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 Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title paramount to the Owner or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner 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.
20. All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.



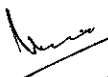


For Jotindra Steel & Tubes Ltd.


Director

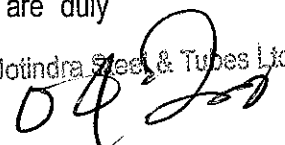


21. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the sale proceeds from the sale of the project as agreed under this agreement.
22. After the construction of the project, Sale Deeds or such other Documents, effecting the transfer of the built up property, or any part thereof shall be executed and 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 Owner 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 Owner.
23. 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.
24. All the original papers, title documents relating to the said Land in the name of the Owners are being retained in the safe custody of the Developer.
25. The Owners shall be bound to comply with all the terms and conditions of 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.
26. All previous understandings, agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
27. In the event of any question or dispute arising in connection with or incidental 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 of Faridabad/Haryana shall alone have the jurisdiction to entertain and decide such dispute.
28. The Owners and Developer have represented to each other that they are duly

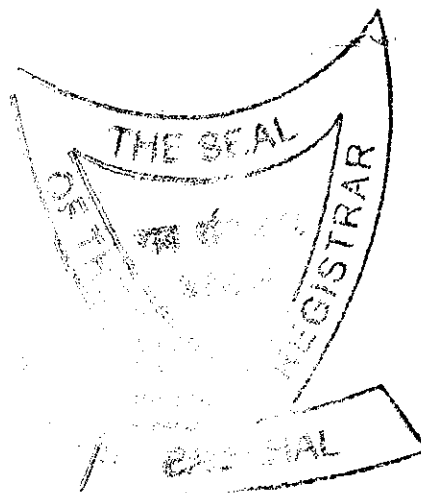




For Jotindra Steel & Tubes Ltd.



Director



authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.

29. This Agreement shall not create the relationship of the partnership between the Owners and Developer.

30. This Agreement is irrevocable and shall remain binding on the Parties.

31. The Developer shall always comply with all the terms and conditions as may be 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 following witnesses.

FOR & ON BEHALF OF OWNER



VISHNU KUMAR SUREKA

WITNESS



M.C. SAXENA

Advocate

1.

Distt. Courts, Sec.-10, Faridabad

FOR & ON BEHALF OF THE DEVELOPER
JOTINDRA STEEL & TUBES LIMITED


For Jotindra Steel & Tubes Ltd.



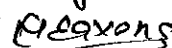
Director

O.P. BHARDWAJ
DIRECTOR

2.



Rajinder Singh 870 8th
Maloo & Chund
with Meola Makangth
Faridabad
Haryana



M.C. SAXENA

Advocate

Distt. Courts, Sec.-10, Faridabad

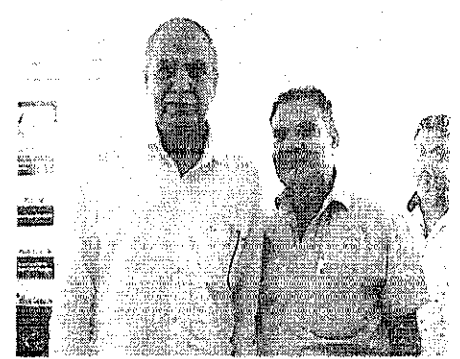
Reg. No.	Reg. Year	Book No.
3935	2019-2020	1



पेशकर्ता



दावेदार



गवाह

उपस्थित
Vishnu Kumar Sareka

उपस्थित
For Jotindra Steel & Tubes Ltd.
M/s Jotindra Steel & Tubes Ltd. th. G.P. Bhardwaj
Director

गवाह 1:- M.C. Saxena, Ad. M.C. Saxena गवाह 2:- Rajender Singh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,935 आज दिनांक 26/08/2019 को बही नः 1 जिल्द नः 4 के पृष्ठ नः 182 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 116 के पृष्ठ सख्या 16 से 18 पर विपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 26/08/2019

उप/संयुक्त पंजीयन अधिकारी
बड़वल

