



उत्तर प्रदेश UTTAR PRADESH

AW 789878

COLLABORATION AGREEMENT AGREEMENT

This COLLABORATION AGREEMENT Agreement (hereinafter referred to as the "CA") is executed at Mathura on 21 day of December 2018.

BETWEEN

M/s Bhagwati Coal Movers Pvt. Ltd. a company incorporated under the companies Act, 1956, and having its, Regd. Office AG 579 shalimar bag, New Delhi through its authorized signatory duly authorized board resolution dated 21.12.2018 Here by Shri Akhil Kumar Jain S/o Shri Devendra Kumar Jain R/o 65-67 second floor Bhogal lane, New Delhi PAN – AAACB4814C Mob-8171166666 and Shri Deena Agrawal S/o Radharaman Agrawal R/o Radha Nivas, Vrindavan, Mathura Hereinafter referred to as the "First party/The Owner/Vendor".

AND

M/s Shri Sadhna Developers a partnership firm duly registered income tax partnership act 1932, and having its Regd. Office G-2/86 sector -15, Rohini, Delhi -110089 through its authorized signatory Smt. Pushpa Sharma W/o Shri Hare Krishna Dwivedi R/o- 7 Rangji ki Taal, Rangji Mandir, Brahmkund, Vrindavan Bangar, Mathura UP Mob – 9837033373 and Shri Kuldeep Dikshit S/o Late R S Dikshit R/o – E/ 36 Sector – 16, Rohini, Delhi – Mob. – 9810536959 and Shri Anand Kaushik S/o Shri Ram Darshan R/o- E/65 ground floor, sector – 1, Delhi mob. -9873714044 (hereinafter referred to as the "Second party/The Developers/Vendee".

For Bhagwati Coal Movers Pvt. Ltd.

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श्री गणेश उद्योग

Director

श्री साधना डेवलपर्स
Partner

क्रम ११ ४४
नाम श्री जी जी राधना स्वामी
दलमन सो ४४
जुनरल स्टाम्प १४-९-१४
दिनांक मत्व ५५
निवासा
स्टाम्प विक्रेता
मुरारीलाल लाठ नं. ३४/२०/अ-२०१३
रजिस्ट्री कार्यालय मधुरा

11 AUG 2018

Rs. 20

₹ 20

INDIA NON JUDICIAL

४४ २० १३

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४४ २० १३

४४ २० १३

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AW 789879

AND WHEREAS by virtue of sale deed executed in favour of the First party, the First party became the sole and absolute owner of 2/3 part of the land situated at khata no. 420 khasara no.211 area 0.610 hec. Khasara no. 212 area 0.610 hec. Khasara no. 213 area 0.610 hec. Total area of three is 1.830 hec. Mauza district Mathura in the state of Uttar Pradesh and First Party wants to sale 3280 Square Meter as per submitted Maps to M.V.D.A. Mathura.(U.P)

ON the East	Road	29.85 Meter
ON the West	Road	29.89 Meter
ON the North	Other Land	111.18 Meter
ON the south	road 30 Feet	112.17 Meter

OR HOWSOEVER OTHER WISE the same may be known numbered, described and distinguished and delineated in the map or plan hereto annexed and thereon bordered "red".

Deed dated 20-12-2012 duly registered with the Sub-Registrar, Mathura – I, vide Book No. – 1, Deed No. – 20029, Volume No. 9040, Page No. 17 to 98 for the year 2012 by and between Manoj Kumar Agrawal & other and First party.

For Bhagwati Goh Movers Pvt. Ltd.
कीर्ति भागवती गौह मूवर्स प्रा. लि. Director

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R. Sadhna

Shri.Sadhna Developers
Partner

18.9.16

कम ११ 89
नाम ४४ 61
संलग्न सं०
मुंबई नगरपालिका
राजिस्ट्री कार्यालय, मुंबई

14 AUG 2016

INDIAN JUDICIAL
B.S. 50
FOR SHARDA COIL MOTORS Pvt. Ltd.
Director
Shardha Developers
Partner

6. The said property hereby sold and transferred or intended so to be is freed and discharged from and against all manner to encumbrances whatsoever; if anything illegal matter found then first party will be responsible in such circumstances.
7. The First party will represent and assure the possession of property with the good title to the Second party at the of sale deed.
8. The Second party has requested the First party to allow it to develop the said property.
9. The First party has agreed to authorize the Second party to develop the said property constructing new building thereon flat Ownership basis and the First party is agreeable to convey the said Property with the new buildings thereon and other structures to any Co-operative Housing Society or other body that will be formed by the Purchasers of flats and other premises in such building, on the following terms and conditions agreed to between the parties hereto:

NOW THIS COLLABORATION AGREEMENT AGREEMENT WITNESSETH AND PARTIES HEREBY AGREED AS UNDER.

1. With a view to develop the said property as may be permitted by all concerned authorities, the First party hereby agrees to entrust and hand over to the Second party.
2. The Second party hereby agrees to develop and/or cause to be developed the said property on the terms mentioned herein and as permitted by the concerned authorities by constructing one or more buildings thereon on flat and other premises on ownership basis. The Second party agrees that it will obtain whatever permissions are required to develop the property at its own costs and on its own responsibility.
3. In consideration of the First party having agreed to entrust to the Second party the development of the said land and to confer upon the Second party the rights, powers privileges and benefits as mentioned herein, the Second party agrees to pay to the First party a sum of Rs 1,44,00,000/- in the manner following:
 - A. a sum of Rs 10,00,000/- in 26 Sept 2018 through RTGS.
 - B. Rs. 10,00,000/- dated 15 Jan 2019 through cheque.
 - C. Rs. 10,00,000/- dated 20 Jan 2019 through cheque.
 - D. Rest amount of this COLLABORATION AGREEMENT will be paid after every four month before December 2019.

For Bhagwati Coal Movers Pvt. Ltd.
 Director

Director

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Shri.Sadhna Developers
 Partner

4. This COLLABORATION AGREEMENT will not be treated as a partnership between the First party and the Second party but an Agreement for Sale of the said land by the First party to the Second party.
5. The development of the said property by construction of building or buildings thereon shall be at the entire cost, expenses and risk and on the entire account of the Second party. The Second party shall be at liberty to make necessary applications for the purpose to the authorities concerned at its own cost and expenses and the First party shall join, in such applications for the purpose to the authorities concerned at its own cost and expenses and the First party shall join, in such applications. but the responsibility of obtaining such permissions will be on the Second party and at its costs.
6. The First party gives license and full permission to the Second party to enter upon the said property or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof in accordance with the permissions herein mentioned. However, if the Second party or its agents commit any breach of any term or conditions of this COLLABORATION AGREEMENT then the First party shall be entitled to terminate this COLLABORATION AGREEMENT and to forfeit all moneys paid under this COLLABORATION AGREEMENT.
7. If the Second party will make default in payment of any installment of the balance a COLLABORATION AGREEMENT on the due date thereof as aforesaid then and in that event, he First party shall become entitled to terminate this COLLABORATION AGREEMENT and to forfeit all moneys paid hereunder. Without prejudice to his rights, the First party may, at his option, condone such default on payment by the Second party and extend the time for payment if the Second party pays interest at the rate of 3% on the defaulted installment provided that, the First party shall before terminating this COLLABORATION AGREEMENT as aforesaid make a demand in writing for payment of the said sum on the Second party. If the Second party shall have paid as per COLLABORATION AGREEMENT to the First party within given time of such demand. Then the Owner shall not be entitled to terminate this Agreement under this Clause.
8. The First party shall at the request and costs of the Second party sign and execute from time to time the plans and other applications for layouts, sub division, construction of the building and structures on the said property for being sanctioned and approved by the Municipal Corporation or other authorities provided that, all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the Second party alone.
9. The Second party shall be entitled to carry out at his own costs, charges and expenses in all respects all or any items of work for development of the said property including laying of drainage, cables, water pipes and other connections and lighting of road and other items as

For Bhagwati Coal Movers Pvt. Ltd.
Director
9/11/2024

Director
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Shri. Sadhna Developers
Partner

per the terms and conditions imposed by the Competent authority while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of buildings and structures therein.

10. The Second party shall be at liberty to sell and/or allot the dwelling units or flats and/or any other tenements and/or rights in the buildings and structures to be constructed on the said property and/or to enter into any package deal or arrangement for allotment of buildings and structures to be constructed on the said property at such price and on such terms and conditions and provisions as the Second party may think fit, and any terms which may be imposed by any or authorities.

11. That the First party has not agreed, committed or contracted or entered into any Agreement for sale or lease of the said property or any part thereof to any persons or person.

12. All payment will be done by the Second party to the first party up to December 2019.

IN WITNESS WHEREOF, the parties have hereinto set and subscribed their respective hands and signatures on the day, month and year first above written:

SIGNED, SEALED AND

DELIVERED by the VENDOR

At Mathura in the presence of:

For Bhagwati Coal Movers Pvt. Ltd.
Director

SIGNED, SEALED AND

DELIVERED by the VENDEE

At Mathura in the presence of:

Ghri. Sadhna Developer
Partner

WITNESSES:

1.

BHARAT CHAUHAN
7 RANGJI KI TAAL
RANGJI MANDIR
VIRDATAN MATHURA (U.P.)
MOBIL NI. 9837233318

2.

ANKUR SHARMA
J-55 PATEL
NAGAR -I
GHAZIABAD (UP)
9599749359

