



उत्तर प्रदेश UTTAR PRADESH

COLLABORATION AGREEMENT

This Collaboration Agreement is made at Ghaziabad on this Seventeenth day of November, 2012 among

1. Sh Vinod Kumar Tyagi son of Sh Lakhi Ram Tyagi r/o 305, Noor Nagar, Sihani, Pargana Loni, Tehsil & Distt Ghaziabad, herein after called the Executors, hereinafter referred to as first party (which expression shall mean and include his heirs, successors, legal representatives, administrators, executors, nominees and assigns).
2. Sh Ravindra Kant Tyagi son of Sh Lakhi Ram Tyagi r/o 212, Noor Nagar, Sihani, Pargana Loni, Tehsil & Distt Ghaziabad, herein after called the Executors, hereinafter referred to as Second Party (which expression shall mean and include his heirs, successors, legal representatives, administrators, executors, nominees and assigns).AND
3. M/s LR Infrahomes India Pvt Ltd, a company duly registered under the provision of Companies Act, 1956 and having its registered office at 124, Rajpur Khurd, New Delhi and acting through its Director Sh. Vinod Kumar Tyagi son of Lakhi Ram Tyagi, duly authorised



For LR Infrahomes (India) Pvt. Ltd.

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vide resolution dated 18th June 2012 passed by the board of Director in its meeting held on 124 Rajpur Khurd, New Delhi, hereinafter referred to as Third Party (which expression shall mean and include his heirs, successors, legal representatives, administrators, executors, nominees and assigns)

WHEREAS the first party & the second party namely Sh Vinod Kumar Tyagi and Sh Ravindra Kant Tyagi are the Lawful joint Owner and in possession of a free hold R- Zone **Land measuring 1.2275 hecter pertaining to khata no 0328, Khasara no. 1104 and 1111 each measuring 1.0047 hectare and 0.2228 hectare land respectively which is about 14.56 Kacha Bigha of land or say 14680 sq yds / 12275 sq mtr of land, situated in the revenue Village of Noor Nagar, Pargana Loni, Distt and Tehsil Ghaziabad** as their ancestral property .

WHEREAS, the party to the third part is a Company duly constituted under the provision of the companies Act, 1956 w.e.f 18th May 2012 with the joint share holding of Sh Vinod Kumar Tyagi and Sh Ravindra Kant Tyagi as their Director with equal share holding in the company which is created with the intention to carry on the business as Builder and Developer and to start their proposed planning. both the directors of the company has chosen to develop their own site to star with the Development activities and with this understanding both the actual owners of the land are interested in developing their own site under the banner of their Newly formed Company namely LR Infrahomes India Pvt Ltd.

WHEREAS, the party to the 3rd part has entered into a Memorandum of Understanding (MOU) for development of the above lands with the first party and second party respectively vide agreement dated 17th November 2012 for the purpose of constructing a Group Housing project on the above land by the party to the third exclusively with its own financial arrangement with

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the support of party to the first part and party to the second part.

AND WHEREAS to fulfillment of the proposed group housing project planned by the party to the third part, it is mutually agreed among all parties that they shall complete this project under a collaboration agreement so that the above project of M/s LR Infrahomes India Pvt Ltd can be completed without any interruption and hassles by any one and with a smooth completion of the project in a time framed period and hence all the parties above mentioned have agreed to enter and execute this collaboration agreement with the object of development of Group Housing / Commercial Project in the state of Uttar Pradesh on the above piece of land of party from 1st part to 2nd part and thus have agreed to their mutual consent to entered among this collaboration agreement with their mutually agreed terms and conditions as detailed herein below to developed a Group Housing project on their above mentioned land after take due permissions from all respective bodies/ competent authorities and hence this agreement is based on the following terms and conditions mutually agreed by all concerned.

NOW THIS COLLABORATION AGREEMENT WITNESSETH AS

UNDER :-

1. That the subject matter of this Collaboration Agreement between parties is the existing property of freehold **Land measuring 1.2275 hector pertaining to khata no 0328, Khasara no. 1104 and 1111 each measuring 1.0047 hectare and 0.2228 hectare land respectively which is about 14.56 Khacha Bigha of land or say 14680 sq yds / 12275 sq mtr of land, situated in the revenue Village of Noor Nagar, Pargana Loni, Tehsil & Distt Ghaziabad in the lay out plan of Residential Scheme of Ghaziabad Development Authority at N H 58, Raj Nagar Extn, Ghaziabad. Village of**

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For LR Infrahomes (India) Pvt. Ltd.

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Noor Nagar, Pargana Loni, Distt and Tehsil Ghaziabad.

2. That the party to the first part and party to the second part, the actual owner and possession holder of above land shall permit / license to the third party to use the land of the first and second party and developed a Group Housing Project on their above land after taking all due and desired permission from all concerned authorities at their own cost and expenditures only.
3. That the third party i.e Builder shall develop, construct and complete the building at its own costs and expenses after procuring the requisite permissions, sanctions and approvals for development construction and completion of the said building on the said plot at BUILDER's cost.
4. The Third party agrees to prepare building plans in accordance with the building bye-laws as applicable on the said property or as may be prescribed by this authority or authorities concerned with the development on the said property from time to time and shall pay all development charges and other incidental expenses at their own. The BUILDER shall make his full efforts for obtaining permission for the maximum area to be covered on the said property. All the fees/payment and expenses incurred in this regard will be borne by the builder. It has been agreed between the parties the total FAR of the building shall be divided equally on all the floors.
5. The OWNER i.e first and second party do hereby authorities the nominee of the third party i.e the BUILDER alongwith General Power of Attorney and

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special power of attorney, to apply for necessary sanctions and permission, approvals to the authority or authorities concerned and shall also pursue and co-operate the third party in obtaining such or all other permission, approvals as may be necessary or required for ensuring the due execution of the proposed work of development and construction of the proposed building.

6. That with execution of this agreement, the OWNERS/ i.e. the first and second party has also executed an General Power of Attorney, necessary agreements / Deeds and other testamentary documents, thereby authorizing the nominee of the BUILDER/ the third party to sell/transfer the buildup dwelling units and also to start marketing of their proposed projected planning and invite intended purchaser to book their respective flats in their proposed Group Housing Project and received the cost of flat as per their scheduled payment plan.
7. That in consideration of this collaboration agreement, the owners i.e the first and second party shall be entitle to receive 30% of the total sale consideration of entire dwelling units/ developed flats and commercial sites as per approved site plan of the proposed Group Housing project being developed by the third party. In other words, the first party shall be entitle to receive 15% of the total sale consideration of entire dwelling units & commercial site etc. being created on the above land of the first party and likewise the second party shall also be entitle to receive the 15% of the total sale consideration of each dwelling units/ commercial site etc being developed by the third party.



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8. That the third party shall be at liberty to pay any part payment out of their initial booking amount / periodical realized cost of flat(s) to the owners i.e first and second party but any how shall be liable to the entire balance amount on finalization of their books of account at the end of completion and sale of their total dwelling unit and commercial space and any other saleable space what so ever it may be being developed over the piece of land belong to the first and second party.
9. That the first and second party has made it clear to the third party and other interested persons in general that they have not sold their entire land to the third party nor have passed on the possession of their above mentioned land to the third party but have granted license / authority to the third party i.e. developer to develop group housing project on their above piece of land as per sanctioned site plan from competent authority and entered into an agreement to sell with any intended purchaser to sell the proposed dwelling unit and to provide the physical possession of such developed / build up flat as and when the same are completed as per their projected planning and the final sale deed of such dwelling unit shall be executed by the first and second party at the time of providing the physical possession of the same on obtaining the completion certificate from the competent authority.
10. That the party to the third part, by virtue of power of attorney and execution of other relevant documents, shall be entitled to receive the sale consideration in full and part, in installment and or one time complete payment as per their terms of booking and any receipt against receipt of any payment from any



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intended purchaser shall be valid and the party to the first and second part shall ratify the powers being used by the third party on behalf of first and second party.

11. That at the time of the signing of this collaboration Agreement, the OWNERS agree in accordance with the terms and conditions, herein recorded, has placed at the complete disposal of the Builder, the license for use of vacant property by the builder, at the time of the execution of this collaboration agreement while the ownership and possession of the said plot in question will remain with the owners i.e. with the first party and second party only. The third party shall be entitle to use the above plot for developing group housing project as per sanctioned map approved by the Ghaziabad Development authority and after development and construction of dwelling units/ commercial space and other sellable slat, the registry / transfer of tile of such developed unit shall be executed directly by the first and second party only to the end user.
12. That the owner and the builder shall have proportionate rights in all entrances, passage, staircase and all other common facilities and amenities provided in the proposed building.
13. That the BUILDER i.e. third party shall have to engage and employ the Architect or Architects of repute at his own cost, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the said building on the



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said plot of land. The BUILDER shall for and on behalf and in the name of the owner apply to the G D A or such other authorities, as may be concerned, only in the matter of permissions, sanctions, approvals for the construction on the said plot of land.

14. That the entire amount required for carrying out construction, development, completing of the said building including the charges and fees of the architect for preparation of the plans and all other statutory and other fees and /or demands shall be wholly to the account of BUILDER/ i.e. the third party, including payments required for obtaining requisite approval / permission.
15. That the quality of the construction of the proposed building should be of good standard and more-fully described in the Annexure 'B' attached herewith.
16. The builder i.e the second party shall construct the Group housing project as per approved site plan and after making full development charges to the Ghaziabad Development Authority and shall construct the Group Housing project and its Commercial site as per approved site plan and shall strict compliance of the rules and regulation of GDA framed from time to time.
17. The builder i/e the third party shall take care of all legal compliances and shall apply for all necessary registration, shall get labour registration and manage all legal compliances at their own and the first party and the second party i.e the land owner shall not be responsible for any statutory compliance

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in respect of construction of the above group housing project.

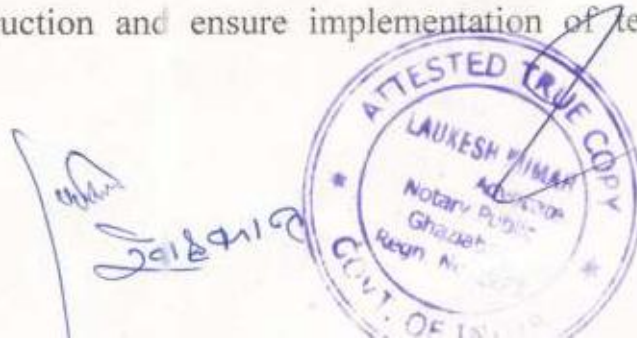
18. That the OWNERS i.e. the first and second party shall keep the said property free from all such encumbrances till the handing over of possession in all respects to the prospective customers, allottees or his nominee/nominees
19. The BUILDER i.e. the LR Infrahomes India Pvt Ltd shall be entitled to sell, transfer, convey and assign the build up dwelling units and or commercial space to any prospective buyer and the receive the sale proceeds in respect thereof, in their respective names, during or after in completion of the construction, without any objection or hindrance by the other. Further the builder and the owner shall be fully entitled to enter into any Agreement (s) for the sale/booking of their respective allocations in the newly construction building and shall be entitled to accept cash/cheque in their respective names. Further the OWNERS hereby agree to confirm, execute or enter into agreement, if required by the BUILDER, between the builder and the prospective purchaser of the portion (s) falling to the share of the BUILDER. The BUILDER further undertakes to indemnify owner for any loss or damages being paid under on its account.
20. The Owners shall on the completion of the building execute or join in the execution of all documents necessary for giving the flat(s)/portion(s) buyers of Builder's portion legal title to their respective flats/ portions including their undivided shares in the land underneath, without asking for any further payment, except as herein agreed.



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21. That the BUILDER undertakes to complete the proposed building within a period of 36 months from the date of the (receipt of the sanctioned plans from the authorities concerned or from the date of 01.04.2013 From the OWNERS to the BUILDER or from the date of conversion the said property into freehold from the concerned department, whichever is later) subject to FORCE MEIJURE and further if deal is occasioned for any reason of any act or legislation or registration, prohibition of restrained imposed by any statutory body and or Government Authority, no liability shall attach to the BUILDER.
22. That in case there is any accident or claim from anyone including neighbours, on account of the construction of the proposed building, the BUILDER shall be solely responsible for the payment of claims under the workmen compensation Act or any other Act in force. If the OWNERS are ordered to attend a court or is requested to be represented by any authority in this connection, he will empower the BUILDER or his nominees/agents to attend the court/concerned authorities on OWNER'S behalf and all the expenses in this behalf shall be borne by the BUILDER.
23. That the OWNERS/ party to the first and second part shall not interfere with or obstruct in any manner with the execution an completion of work of development and construction of the said building except inspection of the quality control of work and correct execution of work in conformity with the approved plans and shall have the right to visit the property during construction and ensure implementation of terms and conditions of this



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agreement.

24. That if there be any claims, demands tax liability or any other court order whatsoever against the OWNERS then it is a condition of this agreement that the work of development and / or completion of the said building and / or other matter incidental to this agreement shall not at any time during or after the completion be stopped prevented obstructed or delayed in any manner whatsoever by the OWNERS. That the owner shall not be responsible for any warranties for the builder portions.
25. That the BUILDER shall be responsible for the income tax or wealth tax liability in connection with their business account and their business of building account and the share that shall accrue to the BUILDER on account of this collaboration.
26. That all rights to the demolition of the existing structure standing on the said property shall belong to the BUILDER.
27. That the OWNERS undertake irrevocably to constitute the representatives of the BUILDER as their attorney by separate document for submitting applications to the various authorities, requisitions, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required to be done and performed in connection with the development construction and completion of the said building and also

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empowering the sale of BUILDERS share.

28. That the BUILDER shall have the right to appoint any contractor, sub-contractor, agent etc. for the purpose of construction of the said building
29. That no common parts of the building will be used by the owners/occupants of the said building for keeping/ chaining pets, dogs, birds or for storage of cycles, motor cycles nor the common passage shall be blocked in any manner.
30. That the proportionate common maintenance charges will be paid by all the occupants/owners of the said building in proportion of the area occupied by them.
31. That the owners/occupants of the said building shall have right of access through staircase to the top terrace at all reasonable times to get the overhead tank repaired/ cleaned etc. That similar conditions shall apply to underground water tank and booster pump etc.
32. That the owners/occupants of the said building shall have, as a matter of right to use all common entrances, passages, staircases and other common facilities as are available in the said building.
33. That the BUILDER shall apply for and obtain separate water and electricity connections for all the floors viz. Basement, Ground, first and second floors



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of the said property.

34. That all the expenses for the execution of the Sale Deed/Conveyance Deed of the BUILDER'S portions including the right in the j and, such as stamp duty, registration charges etc. shall be borne and paid entirely by the BUILDER'S or his nominees.
35. That the Photostat copies of all original documents have been handed over by the OWNER to the BUILDER. All the original documents in respect of the said property, shall be kept by the OWNER in trust for the BUILDER and hereby undertake to show/ produce the same as and when asked/required by the BUILDER and/ or his nominee (s) / transferee (s) etc. and hereby further undertakes not to encumber the same with respect to BUILDER's allocation in the said property, under an circumstances.
36. That the BUILDER shall provide a complete set of Architectural Floor Plans, Front and Rear Elevations, Cross sections including Kitchen and Washroom details, List of hardware's for OWNER approval prior to handing over the vacant premises. Concealed Electrical, Telephone, Computer data lines, Plumbing, Television, Sound system, and Internet connection, Sanitary, Rainwater, Potable Water line, Rainwater lines in the building as well as street Water, Sanitary and storm sewer lines to the street connections shall be included in the plans.
37. That in the event the BUILDER is under solvency of bankruptcy, the

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Builder's deposit shall be forfeited. The Owner is not responsible or obliged to pay any damages to BUILDER'S sub- Contractors/creditors or prospective purchasers.

38. That after sale/ Transfer of the properties the BUILDER undertakes to remove all deficiencies arising due to faulty construction/ material/ workmanship within two months of the occupancy.
39. That Builder undertakes to provide full warrantee for building structure and full one year warrantee including all manufacture warranties for all mechanical, electrical, plumbing and appliances/ painting etc. after all deficiencies have been corrected and cost of all repairs/ Material/ labours shall be borne by the Builder *
40. That if any dispute arises between the parties regarding any matter concerning herewith, the same shall be mutually decided or be referred to arbitrator mutually appointed by both the parties. The provisions of Arbitration and Conciliation Act, 1996, shall apply to such proceedings. The place of arbitration shall be at New Delhi.
41. That this transaction has taken place at Ghaziabad and as such Ghaziabad Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching of concerning this deed.
42. That both the parties to this agreement i.e owners shall cooperate to each




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other and in case of any dispute arises among the parties, the same shall be referred to any independent arbitrator and decision of such arbitrator shall be binding to each other.

IN WITNESS WHEREOF both the parties have signed this Agreement at Ghaziabad on the date first mentioned above in the presence of the following witnesses :

OWNERS

First Party

Second party



BUILDER/ Party to the third part.

For LR Infrahomes (India) Pvt. Ltd.

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ATTESTED
NOTARY PUBLIC
GHAZIABAD

17/11/2012