



हरियाणा HARYANA

H 912845

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made at Gurgaon on this 20th day of June, 2012;

BY & BETWEEN:

(1) **Shri Virender Kumar** S/o Shri Hukam Singh R/o House No. 354 / 11, 12 Biswa, Village Gurgaon, District Gurgaon having 1/4 share, (2) **Shri Devinder Kumar** S/o Shri Hukam Singh R/o House No. 353 / 14, 12 Biswa, Village Gurgaon, District Gurgaon having 1/4 share (3) **Shri Vijay Pal** S/o Shri Hukam Singh R/o House No. 422, 12 Biswa, Village Gurgaon, District Gurgaon having 1/4 share (4) **Sh. Parveen Kataria - Sh. Naveen Kataria** both Sons of Late Shri Ravinder Singh alias Rajender Singh both R/o House No. 354 / 11, 12 Biswa, Village Gurgaon, District Gurgaon having 1/8 share of land measuring 4 Bigha 2 Biswa (2.56 acres) or 12402 sq yards at Village Gurgaon, Sector 3, Tehsil and District Gurgaon bearing Khewat No. 806/674, Khatoni No.1172 and Khasra No. 2659 hereinafter referred to as the 'Owners' which expression shall unless repugnant or opposed to the context hereof includes their respective heirs, legal representatives, administrators, executors and assignees being Party of the First Part.

Virender Kumar.

देविन्दर कुमार

Vijay Pal



PP Kataria

Naveen Kataria

For SANTUR REALTORS PVT. LTD.

Attested Photo Copy

Director

Notary Public
Delhi (India)

20 DEC 2018

प्रलेख न: 7399

Santur Realtor Putcha

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Car AG

20 JUN 2012

RAJ SINGH'S CAMP VENDOR
Gurgaon (Haryana)

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील गुडगांवा

गांव/शहर Gurgaon Gaon

भवन का विवरण

भूमि का विवरण

धन संबंधी विवरण

राशि 20,000,000.00 रुपये

स्टाम्प की राशि 100.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

रुपये

Drafted By: C.L.Arora adv

यह प्रलेख आज दिनांक 20/06/2012 दिन बुधवार समय 2:45:00PM बजे श्री/श्रीमती/कुमारी Virender Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Hukam Singh निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

देविन्द कुमार Vijaydev Kataria
हस्ताक्षर प्रस्तुतकर्ता
Virender Kumar. (PKataria)

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री Virender Kumar, Devinder Kumar, Vijay pal, Parveen Kataria, Naveen Kataria

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी Thru- Manish Jain दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार 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 Karan Dev पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Dev Varat Yadav निवासी 303/20

श्री/श्रीमती/कुमारी Anand Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Manmohan Singh निवासी 1985/154, 1 Floor Tri Nagar Nd

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

दिनांक 20/06/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

AND

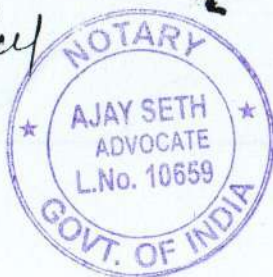
Santur Realtor Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at E-6, Greater Kailash Part – I, New Delhi 110048 through its Director, **Mr. Manish Jain**, duly authorized vide Board Resolution dated 18th June, 2012, (hereinafter referred to as the “**Developer**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

Owners and the Developer may hereinafter individually be referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. The Party of the First Part is the lawful owner in possession and otherwise well and sufficiently entitled to all that piece and parcel of land measuring 2.56 Acres ie 4 Bigha 2 Biswa ie 12402 sq yards at Village Gurgaon, Sector 3 of the Master Plan 2021 for Gurgaon, Tehsil and District Gurgaon, Haryana (hereinafter referred to as the “**SAID LAND**”) as shown in green colour in the plan annexed here to as Annexure-A).
- B. The Owners admit and acknowledge the share reflected in the revenue records in respect of land mentioned above is correct. The aforesaid land had been notified under Section 4 on 03-03-2003 and under Section 6 read with Section 17(1) on 04-03-2003 of Land Acquisition Act, 1894 by State of Haryana. The Owners filed a writ petition challenging the acquisition in the High Court of Punjab & Haryana at Chandigarh on 21-08-2004 vide CWP No. 12905 of 2004 and were granted Dispossession stay vide orders in No. 12029 on 10-04-2006. Thereafter a final decision was given by the Hon’ble High Court by Justice M M Kumar and Justice Jitendra Chauhan quashing the Acquisition Proceedings from the land of these Owners. The said order of the High Court of Punjab & Haryana dated 21-04-2010 is annexed hereto as “Annexure B”.
- C. The Owners contemplate to develop the said land by constructing a Housing Complex thereon after obtaining the requisite license/change of land use from the concerned authorities and getting the plans sanctioned/ approved from the Competent Authorities.
- D. The Owners are not fully equipped to execute and complete the work of development and construction of the proposed Housing Complex and have requested the Developers who are engaged in the development and construction of various types of building and are well reputed and experienced in this line of business and are confident that they are in a position to obtain permission for change of land use /obtain license etc. to Collaborate with them in the execution and completion of the said Housing Complex on the said land. And whereas relying upon the declarations and representations of Owners, the Developers has agreed to undertake the execution and completion of the said Housing Complex in Collaboration on the said land on the terms and conditions appearing hereinafter.

Vinod Kumar
21/12/2018
Vijay Singh



PKatana
Nataraj

For SANTUR REALTORS PVT. LTD.

Attested Photo Copy

Manojan
Director

Notary Public
Delhi (India)



पेशकर्ता



दावेदार



गवाह



उप /सयुक्त पंजीयन अधिकारी



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

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions

"Agreement" means this Collaboration Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, license; layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

"Common Amenities" shall mean and include all roads, parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open areas, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor and other facilities in the Project as may be provided for common use by the Developer;

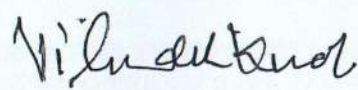
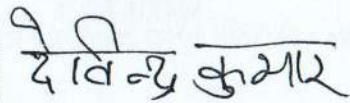
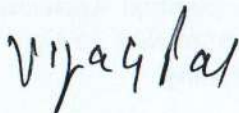
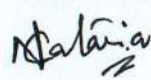
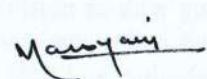
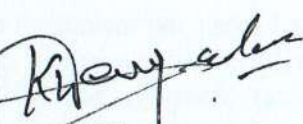
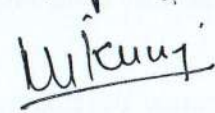
"EDC" shall mean the external development charges in respect of development of the Project;

"Effective Date" means the date of execution of this Agreement.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

Vijender Dimal
21/12/2018
AJAY SETH
ADVOCATE
L.No. 10659
GOVT. OF INDIA
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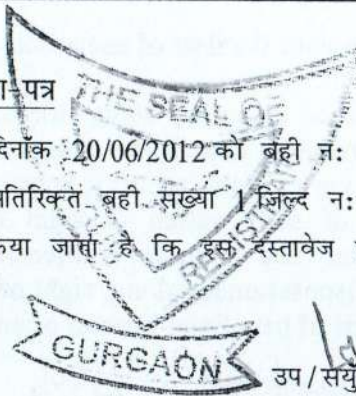
For SANTUR REALTORS PVT. LTD.
Mansingh
Director
Attested Photo Copy
Notary Public
Delhi (India)
20 DEC 2018

पेशकर्ता	Virender Kumar		
पेशकर्ता	Devinder Kumar		
पेशकर्ता	Vijay pal		
पेशकर्ता	Parveen Kataria		
पेशकर्ता	Naveen Kataria		
दावेदार	Thru- Manish Jain		
गवाह	Karan Dev		
गवाह	Nikunj Kumar		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7,399 आज दिनांक 20/06/2012 को बही नं: 1 जिल्द न: 13,004 के पृष्ठ न: 42 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,202 के पृष्ठ सख्या 57 से 58 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 20/06/2012



उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

"IDC" shall mean the infrastructure development charges in respect of development of the Project.

"Project" has the meaning – Development of Residential Group Housing Project on 2.56 acres land specified hereinabove..

"Project Land" has the meaning – Land measuring 4 Bigha 2 Biswa (2.56 acres) at Village Gurgaon, Sector 3 as mentioned herein above.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

1.2 **Interpretations:** In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
- (viii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the

Vilender Kumar
विण्देर कुमार
Vijay Rai

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Pratish

For SANTUR REALTORS PVT. LTD.
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Director

Notary Public
Delhi (India)

20 DEC 2018

negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

ARTICLE 2 PROJECT AND PROJECT LAND

- 2.1 The Developer shall develop the Project on the Project Land at its own costs and expense, comprising of residential units/flats/group housing, etc., as may be decided by the Developer, duly supported with parking areas and Common Amenities and for services like power supply, water supply, drainage and sanitation, fire fighting facilities, security systems, etc., in accordance with the Approvals including sanctioned layout/Building plans and compliance of Applicable Laws.
- 2.2 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall primarily be a residential use development project with permitted mix of commercial use developments as may be permitted under the Applicable Laws.

ARTICLE 3 CONSTRUCTION AND DEVELOPMENT OF PROJECT

- 3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:
- (i) Owners shall provide the vacant physical possession of the Project Land to the Developer immediately on getting the land declared Un-built.
 - (ii) The Developer, at its own cost and arrangements, shall obtain all the Approvals required from the concerned Departments/ Authorities, for development of the Project on the Project Land;
 - (iii) Upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction and development of the Project at its own cost and expenses and development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement ; and
 - (iv) Owners and the Developer shall share the developed area of the Project in the ratio as provided hereinafter in this Agreement.
- 3.2 The scope of development of the Project Land includes planning, designing, construction and development of residential flats/units on the Project Land with all incidental and related facilities and amenities solely at the cost of the Developer.
- 3.3 The Developer shall obtain all the Approvals at its own cost and expense. Owners shall, if required execute and sign relevant documents in the course of obtaining of such approvals. The Parties hereby agree that EDC and/or IDC of the **entire** Project shall be paid and borne by the Developer only. In case the Owners sell part of their share before completion of the project, then EDC / IDC for those flats will be recovered by the Developer.

Vinod Kumar
Vijay Rai

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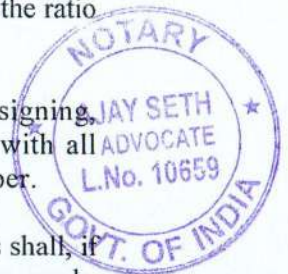
For SANTUR REALTORS PVT. LTD.

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Delhi (India)

Director

20 DEC 2018



- 3.4 The Developer shall be authorized to plan, design, construct and develop the Project on the Project Land at its own costs and expense. The Developer while carrying out the activity of planning, designing and developing the Project, will ensure that the maximum FSI permitted under the relevant bye-laws is utilized.
- 3.5 Simultaneously with the execution of this Agreement, Owners has granted to the Developer and its Representatives rights to enter into the Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to the construction and development of the Project thereon.
- 3.6 The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the development of the Project as it may decide from time to time.
- 3.7 Owners shall sign and deliver to the Developer all documents, as may be required to be signed by Owners, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project. All follow-up actions will be initiated by the Developer at its own cost and arrangements.
- 3.8 The Developer shall develop the Project in accordance with the Approvals and the Applicable Law. Owners shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing and sale of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

ARTICLE 4 SHARING OF DEVELOPED AREA

- 4.1 In consideration of the contribution of the Project Land by Owners for execution of the Project and granting the rights to the Developer for development of the Project over the Project Land and the Developer bearing the costs, expenses and responsibility of execution of the Project and payment of the Security Deposit as provided in Article 5 hereinbelow, and discharge of the respective obligations by the Parties under this Agreement, the developed area of the Project including but not limited to developed units representing both residential development and commercial component, built-up area, Common Amenities, terrace, basements, car parking, commercial area, school, club and other area and facilities shall be shared between the Parties in the ratio mentioned herein below:

- | | | | |
|------|-----------|---|---|
| (i) | Owners | : | 44% ("Owners Share") – in each category. |
| (ii) | Developer | : | 56% ("Developer's Share") – in each category. |

- 5 The Parties shall mutually decide the location and distribution of their respective share in the developed area in the Project. A demarcation of area will be done on the site plan and after sanctioning of building plans, a demarcation deed will be executed between the parties clearly specifying the shares of each party in the project. That the Developer shall give the owners, their share of the developed area and it shall not be the responsibility of the Developer to divide the developed area between the various land owners. It shall be the responsibility of the land owners to divide the developed area into their respective shares themselves.

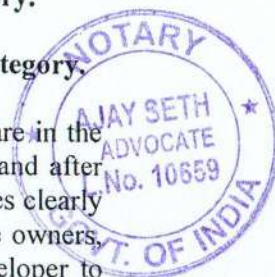
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2012/12/12
Vijay Lal

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Nalini

For SANTUR REALTORS PVT. LTD.
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Notary Public
Delhi (India)

20 DEC 2018



Director

ARTICLE 5 SECURITY DEPOSIT

- 5.1 In consideration of the Owners granting to the Developer the rights to develop the Project Land alongwith the rights to sell, lease, assign, alienate, transfer, deal with or dispose off the Developer's Share under this Agreement, the Developer shall, in addition to the construction and development of Owners Share, pay a sum of Rs. 2,00,00,000/- (Rupees Two Crores Only) to Owners as non refundable security deposit ("Security Deposit"). The said Security Deposit shall be paid by the Developer to Owners in the following manner:

S.No.	Name	Ch. No.	Dated	Amount
1	Virender Kumar	000002	20-06-12	50,00,000/-
2.	Devinder Kumar	000003	20-06-12	50,00,000/-
3.	Vijay Pal	000004	20-06-12	50,00,000/-
4.	Parveen Kataria	000005	20-06-12	25,00,000/-
5.	Naveen Kataria	000006	20-06-12	25,00,000/-
TOTAL AMOUNT				2,00,00,000/-

(Total Rupees Two Crore only)

(All cheques are drawn on Standard Chartered Bank, Greater Kailash-I, New Delhi)

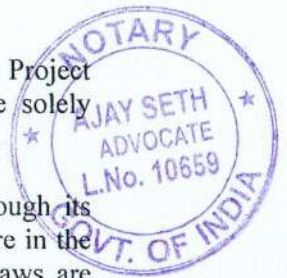
ARTICLE 6 OBLIGATIONS OF THE DEVELOPER

- 6.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to Sanctioned Building Plans, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project and to develop the Project on the Project Land in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.
- 6.2 The Developer shall construct, develop the Project and shall be entitled to market and sell the Developer's Share at its sole discretion.
- 6.3 The Developer shall engage contractors, architects, engineers, consultants and workmen for execution of the Project.
- 6.4 The Developer shall run, operate and maintain the Project either itself or through third party agencies, however the Developer shall only be under legal obligation to perform its part under this Agreement.
- 6.5 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard and shall be solely responsible for any violations.
- 6.6 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Developer's Share in the Project shall ensure that all relevant statutes, laws, bye-laws including labour laws are

Virender Kumar
देवीश कुमार
Vijay Pal

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Parveen Kataria
Naveen Kataria

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20 DEC 2018



complied with and no liability, cost, damage and demur is subjected to Owners because of any non-compliance.

- 6.7 The Developer shall complete the construction and development of the entire project including the Owners Share in the Project within 30 months from the date of getting all relevant approvals for Construction & Development of the said Project.. The Developer shall handover the possession of the Owners Share to Owners within the said period of 30 months as specified hereinabove with a grace period of 3 (Three) months and shall execute necessary documentation for transferring the rights in Owners Share to Owners.
- 6.8 In case the Developer fails to offer possession of Owners share in the project within thirty three months from the date of getting the approvals (ie including grace period of three months), then it will pay penalty to the Owner calculated @ Rs 10/- (rupees Ten) per square feet per month for delay in handing over the possession of constructed area falling to the Owners share. However, the delay would not be extendable beyond 12 months and if the project is not completed during this period, the agreement deemed to be cancelled.
- 6.9 The Developer shall provide free membership to the club and other facilities in the Project to the customers representing Owners Share.

ARTICLE 7 OBLIGATIONS OF OWNERS

- 7.1 Owners shall provide vacant physical possession of the Project Land free from all encroachments at site simultaneously with Developers getting the land declared Un-Built. That the Owners assure and declare that they are the absolute Owners of the said land and are entitled to construct and develop the Said land in collaboration with the Developers. That the Owners assure that the said land is its own property and no HUF or minor has any interest in the same.
- 7.2 That all rates, cesses and taxes due and payable in respect of the said land up to the handing over of the actual vacant physical possession of the said land to the Developers shall be the exclusive liability of the Owners and thereafter the liability in this behalf shall be shared by owners and developer in proportion as per their respective shares.
- 7.3 The Owner assures that they have the absolute peaceful physical vacant possession of the entire land and that no part of the same is under the unauthorized possession or trespass of any third person(s). Owners shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 7.4 Subject to the Original Agreement, Owners undertake and assures that Owners and/or any other person(s) claiming under it does not have and shall not, in any way, transfer, Encumber, mortgage or part with its/their rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project, except as may be directed by the Developer.

Vilendra Kumar
देविन्द्र कुमार
Vijay Lal

PK Sharma
Malini

For SANTUR REALTORS PVT. LTD.

Attested Photo Copy

Director

Notary Public
Delhi (India)

20 DEC 2018

ARTICLE 8 COMPLETION

- 8.1 Subject to Force Majeure conditions and due performance of their obligations by OWNERS, the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law, within a period of 30 months from the date of getting various approvals for Construction & Development of the Said Project.
- 8.2 That the Developer shall take necessary approval from the competent authority within one year from the signing of this agreement and the owner shall provide all co-operation herein after referred above for getting the approvals within this prescribed time. If the developers fails to get the approval within prescribed time in that eventuality and non refundable security amount of Rs. Two Crore shall be forfeited and the owner/owners shall be free to deal with project land as per his/their desire and the developer shall have not right, title or interest in the project land whatsoever.

ARTICLE 9 RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

- 9.1 Owners hereby confirms that:
- (I) The Developer shall have the sole right to market, allot, assign, transfer, let, lease or license the Developer's Share in the Project to the prospective buyers/ transferees. Owners shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same. The Owners shall also sign if necessary all documents required to be signed by the Banks or any other Financial Institution or Company for providing individual Loans to prospective flat buyers. It is also agreed that no claim by any prospective buyers in respect of the Developers share shall sustain against the Owners and if any such liability occurs on the Owners, the same shall be indemnified by the Developers.
 - (ii) The Developer shall have the right to collect and receive the sale proceeds with respect to the Developer's Share in the Project Account, although the Developer shall have the right to transfer the title of the area falling to its share only after offering possession of Owners share in the project.
 - (iii) For the purpose stated hereinabove in clause 9.1 (i) and 9.1 (ii), the Owners shall execute a General Power of Attorney in favour of Developer or its Nominee as stated in clause 7.9 herein above,
- 9.2 That the maintenance services of the building/ complex shall always be vested with the Developers and/ or an agency appointed by it and the Owners shall be liable to pay all the charges which are charged by the Developers from their other clients for the maintenance services and / or agreed to be paid to the said agency without any demur. The charges shall be paid by the Owner from the date the owner allocation is offered for taking possession by the Developers. **However the maintenance agency would be selected with the participation of Owner also.**
- 9.3 Owners shall be free to deal with Owners Share in the Project at its sole discretion without any hindrance from the Developer. Owners shall have the sole right to market, allot

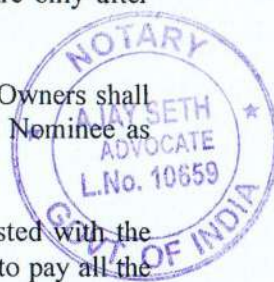
Vijendra Kumar
Vijendra Kumar
Vijendra Kumar

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P. K. SETH
Advocate
L.No. 10659

For SANTUR REALTORS PVT. LTD.

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Director



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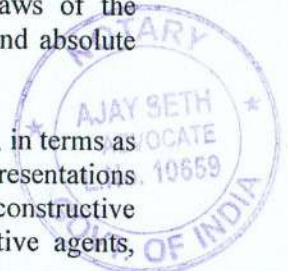
assign, transfer, let, lease or license Owners Share in the Project to the prospective buyers/transferees. The Developer shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.

ARTICLE 10 FUNDING

- 10.1 The Developer plans to fund the construction and development of the Project using its own capital resources.
- 10.2 The Developer shall be entitled to create mortgage or charge on the Developers Share in the Project for obtaining any financial assistance from any financial institution for development of the Project and it is made clear that there will be no encumbrance on **Owners and Owners share** in the project.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

- 11.1 The Developer hereby represents and warrants as follows:
- (i) The Developer shall arrange the requisite resources to construct and develop the Project as per the terms and conditions agreed in this Agreement.
 - (ii) The Developer shall construct, develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement.
- 11.2 Owners and the Developer hereby represent and warrant to each other that:
- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.
 - (ii) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
 - (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.
 - (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
 - (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such



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Delhi (India)

Vikendra Kumar
Vijay Lal

Prabir
Prabir

Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.

- (vi) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vii) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

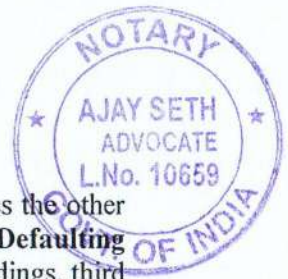
ARTICLE 12 SALES AND MARKETING

- 12.1 The Parties hereby agree that each of the Party shall be free to market and sell its respective share in the Project. The Developer shall be entitled to decide name and branding of the Project.
- 12.2 Each of the Party shall have the sole discretion to decide the time and manner of sale and marketing of its respective share in the Project in a business prudence manner.
- 12.3 The Developer shall be entitled to start sales and marketing or create third party rights in the Project upon getting the required approvals.

ARTICLE 13 INDEMNIFICATION

- 13.1 Each Party ("**Defaulting Party**") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates ("**Non-Defaulting Party**") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.



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Delhi (India)

Vinod Kumar
Vijay Patel

Pratima
Nalini

For SANTUR REALTORS PVT. LTD.

Manoj Kumar
Director

20 DEC 2018

ARTICLE 14 TERMINATION

- 14.1 The Parties hereby acknowledges and confirm that the Developer shall be making huge investment in the Project and shall incur/suffer ir-repairable loss in case the development rights granted to it under the Agreement are cancelled. Accordingly, it is hereby agreed between the Parties that the development rights granted to the Developer under the Agreement shall not be cancelled or terminated in any circumstances whatsoever subject to fulfillment of terms and conditions of this Agreement.

ARTICLE 15 FORCE MAJEURE

- 15.1 The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party and the said time limits shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) the promulgation of or any amendment in any law or policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any other event or circumstance analogous to the foregoing.

ARTICLE 16 DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 16.1 *Amicable Settlement:* In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 16.2 *Governing Law & Jurisdiction:* This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Gurgaon, Haryana only.

ARTICLE 17 MISCELLANEOUS PROVISIONS

- 17.1 *No Partnership:* The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

Vikendesh Dural
दिलेश कुमार
Vipul

Pratish
Pratish

For SANTUR REALTORS PVT. LTD.

Manoj
Director

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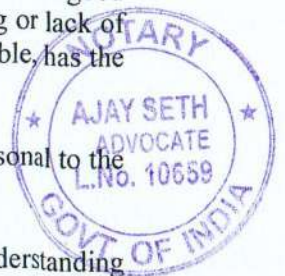
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Delhi (India)

- 17.2 *Waiver:* No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 17.3 *Taxes:* Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 17.4 *Stamp Duty & Registration:* The Parties shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by Developers. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or Owners.
- 17.5 *Notice:* All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, facsimile, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

To Owners: **Attention: Mr. Vijay Pal**
S/o Shri Hukam Singh
R/o House No. 422, 12 Biswa,
Village Gurgaon, District Gurgaon

To the Developer: **Attention: Mr. Manish Jain**
Santur Realtor Pvt Limited
E-6, Greater Kailash Part – I,
New Delhi 110048.

- 17.6 *Severability:* Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
- 17.7 *Assignment:* Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without consent of other Parties.
- 17.8 *Entire Agreement:* This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.



Vijendra Kumar
21/12/2018
Vijay Pal

Manish Jain
Santur Realtor Pvt Ltd

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For SANTUR REALTORS PVT. LTD.
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17.9 Counterparts: This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Vikender Kumar - Viparyal
2018/12/12 Manish (P.K. Jais) 2

Drafted at Sl. No. 1671
C. L. ARORA
2018/12/12 Advocate
Distt. Courts, Gurgaon

OWNERS (PARTY OF THE FIRST PART)

Signed, sealed & Delivered by the party of the first part

For SANTUR REALTORS PVT. LTD.
Manish

Director

DEVELOPER (PARTY OF THE SECOND PART)

Signed, Sealed and delivered by the Party of the Second Part.
(M/S SANTUR REALTOR PVT LTD Through its Authorized signatory Shri Manish Jain.)

In the presence of the following Witnesses:-

1.

Mr. Karan Dev
S/o Dev varat Yadav
R/o 303/20, Dev Bhawan, Shanti Nagar
Gurgaon, Haryana

2.

Mr. Nikunj Kumar
S/o Late Sh. Manmohan singh
R/o 1985/154, 1st floor, Tri Nagar,
New Delhi - 110035



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Delhi (India)

20 DEC 2018