



हरियाणा HARYANA

C 212365

**COLLABORATION AGREEMENT**

THIS AGREEMENT OF COLLABORATION is made and executed at Bahadurgarh on this 16th day of November, 2013

BETWEEN

**HLT RESIDENCY PRIVATE LIMITED**, a private limited company incorporated under provisions of the Companies Act, 1956, having its registered office situated S-1, HL Square, Sector-5 (MLU), Plot No-6, Dwarka, New Delhi-110075, duly represented by its authorized representative Mr. Atul Narang, and **SAS REALTECH LLP**, a company incorporated under section 12 (1) of the LLP Act, 2008, having its registered office situated S-1, HL Square, Sector-5 (MLU), Plot No-6, Dwarka, New Delhi-110075, duly represented by its authorized representative Mr. Atul Narang (hereinafter referred to as "Owners", which term of expression, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its, successors in interest and permitted assigns) of the FIRST PART;

For HLT Residency Pvt. Ltd.

*Atul Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Atul Narang*  
Partner

**Attested Photo Copy**

Notary Public, Delhi

For HL Promoters Pvt. Ltd.

*Chauhan*  
Director

(DEVELOPER)

19 NOV 2013



Sudhir Stamp Vender  
Sr. No. 21172

15 NOV 2013

प्रलेख नः 6125

M/S H.L.T. Residency Pvt. Ltd. Delhi

H.L. Residency Pvt. Ltd. Delhi दिनांक 18/11/2013

डीड का नाम AGREEMENT	
तहसील/सब-तहसील बहादुरगढ	गांव/ग्राम/पूर्वा माजरा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 10,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 500.00 रुपये
स्टाम्प की राशि 500.00 रुपये	रजिस्ट्रेशन फीस की राशि 100.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Vijender Dalal Adv.

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 18/11/2013 दिन सोमवार समय 3:53:00PM बजे श्री/श्रीमती/कुमारी HLT Residency Pvt. Ltd. thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Plot No-6 Dwarka New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Atul Narang  
Atul Narang

उप/सर्वुक्त पंजीयन अधिकारी  
बहादुरगढ

श्री HLT Residency Pvt. Ltd. thru कनिये अतुल नरंग(OTHER), SAS Realtech LLP. thru (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी कनिये राकेश जून दबेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दबेदार 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 जगसेर कश्यपल वकिल पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बगढ व श्री/श्रीमती/कुमारी विनय सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रामकुमार निवासी बम्बोली ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 18/11/2013



उप/सर्वुक्त पंजीयन अधिकारी  
बहादुरगढ

AND

**HL PROMOTERS PRIVATE LIMITED**, a company incorporated under companies act 1956, having its registered office at B-44, Vishrantika Apartment, Plot No-5A, Sector-3, Dwarka, Delhi-110075, through its Director Mr. Rakesh Joon (Hereafter called "the Developer", which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the SECOND PART.

Owners and Developers shall hereinafter collectively be referred to as "Parties" and individually as a "Party"

**WHEREAS:-**

- A. the Owners are the lawful owner in possession and otherwise well and sufficiently entitled to all that piece and parcel of land measuring as follows
- B. HLT RESIDENCY PVT> LTD. 67 Kanal 01 Marla equivalent to 8.38125 Acres (approx.)
- C. SAS REALTECH LLP 64 Kanal 08 marla equivalent to 8.05 Acres situate at in the Revenue Estate of Village - Nuna Majra, Tehsil - Bahadurgarh, District - Jhajjar, Haryana, more particularly mentioned in the schedule written hereunder, hereinafter referred to as the "said Property".
- D. Developer contemplate to develop the said Property by constructing residential and non-residential units/building/complex ("Project") thereon as per licence and other approvals issued by competent authority.
- E. Owner and Developer have approached each other for development and construction of the Project and to collaborate with each other in the execution and completion of the Project on the said Property
- F. AND WHEREAS, the Developer has agreed to undertake the development of the said Property upon the terms and conditions contained in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-**

**1. DEFINITIONS AND INTERPRETATION:**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:

"Agreed Proportion" shall mean respective revenue share of the OWNER and DEVELOPER as under:

For HLT Residency Pvt. Ltd.

*Athul Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Athul Narang*  
Partner

For HL Promoters Pvt. Ltd.

*Rakesh Joon*  
Director

(DEVELOPER)



OWNER : HLT RESIDENCY PVT. LTD. 12.75%  
SAS REALTECH LLP 12.25%  
DEVELOPER : 75%

In addition, the Developer has also paid Rs. 5000/- each to both the above said owners

"Agreement" means this agreement and all schedules, annexures attached to this Agreement, in each case as they may be modified, amended or supplemented from time to time;

"Approval(s)" means any and/or all approvals, authorizations, licenses, permissions, consents, no objection certificates of the said Authority/ies (*defined hereunder*), obtained and/or to be obtained in the name of the Developer and the Owners (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required) in connection with the Development of the Project on the Said Property;

"Authority/ies" shall mean any concerned authority or government/statutory body and functionaries that may/shall grant Approvals in connection with the development of the said Property, Project (*defined hereunder*).

"Development Period" shall have meaning given to such term under Clause 4.2 hereof;

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lispenders, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the said Property;

"Force Majeure" means any event or combination of events or circumstances beyond the reasonable control of a Party, which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which adversely affects a Party's ability to perform its obligations under this Agreement, and shall include but not be limited to:

- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, typhoons, hurricanes, storms, landslides, lightning, explosions, and other natural disasters or calamities;
- (ii) prolonged failure of energy, revocation of Approvals by, court orders/injunctions, change of laws, action and/or order by any statutory and/or Authority/ies, third party actions;

For HLT Residency Pvt. Ltd.  
*Ahul Narang* Director  
(OWNERS)

For SAS Realtech LLP  
*Ahul Narang* Partner

For HL Promoters Pvt. Ltd.

*[Signature]* Director



- (iii) political/public strikes or lock outs other than strikes initiated by the Developer employees and or external agency/ies associated with the Project (defined hereunder) or acts of terrorism, civil commotion, sabotage, plagues etc.;
- (iv) non-availability of labour, cement, steel, water or other construction material due to scarcity, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries;
- (v) non-procurement of any approval from any Authority/ies or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any Authority/ies which has the potential of rendering the Project financially unviable;
- (vi) refusal of mortgage of the said Property leading to lack of finances raised for carrying out the Project (defined hereunder); or adverse market condition as mutually defined by the Parties affecting marketability and/or viability of the Project(defined hereunder);
- (vii) acquisition /requisition of the said Property or any part or portion thereof and or the Said Premises or any part or portion thereof by the government or any other statutory authority and such other circumstances affecting the Development and/or the Project (defined hereunder); or affecting marketability and/or viability of the Project (defined hereunder);
- (viii) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Authority/ies that prevents or restricts a Party from proceeding with implementation of the Project(defined hereunder); as agreed in this Agreement;
- (ix) events of war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defense Authorities or any other agencies of government, riots;
- (x) linkage of Government infrastructure such as, electricity, sewer, municipal water at the time of completion of the Project; and
- (xi) or any event or circumstances analogous to the foregoing.

"Gross Sales Proceed" shall have the meaning given to such term in Clause 5.7 hereunder.

"Power Of Attorney" or "POA" means the Power of Attorney granted by the Owner in favour of Developer simultaneously upon execution of this Agreement;

"Revenue Share" shall mean the proportionate share of the Owners and Developer

For HLT Residency Pvt. Ltd.

*Ashu Narang*  
Director  
(OWNERS)

For SAS Realtech LLP

*Ashu Narang*  
Partner

For HL Promoters Pvt. Ltd.



respectively, in the Gross Sales Proceeds, as described in clause 5 of this Agreement.

"Sanctioned Plan" means the plan with respect to the Project, as approved by the Authority/ies, subject to any changes/amendments required to be made thereto for procuring such approval of the Authority/ies;

"Said Premises" shall mean the following to be constructed, erected, installed and/or placed on the said Property, (but excluding common areas and amenities):

- (i) any residential or non-residential building/s or any part or portion thereof including units/apartment/ villas/ bungalows/ flats/ apartments/ car parking spaces/hotels/shops/ office spaces; and/or
- (ii) structure/s (including installation of any machinery) of any nature or any part or portion thereof including and all or any and/or necessary amenities thereto.

"Transfer" shall mean transfer by way of sale, lease, license or in any other manner whatsoever.

"Transferee/s" shall mean any prospective purchaser, transferee, lessee, licensee etc. in respect of the Said Premises or any part or portion thereof or who may obtain the status of owner, transferee, lessee, licensee etc. on the basis of the instruments duly executed in pursuance of this Agreement.

## 1.2 INTERPRETATION:

In this Agreement, unless the context requires otherwise:

- 1.2.1 reference to the singular includes a reference to the plural and vice versa;
- 1.2.2 reference to any gender includes a reference to all other genders;
- 1.2.3 reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4 reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5 reference to any Clause, Section, Schedule, Annexure or Appendixes, if any, shall be deemed to be a reference to an Clause, a Section, Schedule, Annexure or appendix of

For HLT Residency Pvt. Ltd.  
*Ashwini Narang*  
Director  
(OWNERS)

(5)

For HL Promoters Pvt. Ltd.  
*[Signature]*  
Director  
(DEVELOPER)

For SAS Realtech LLP  
*Ashwini Narang*  
Partner



or to this Agreement.

- 1.2.6 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.2.7 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.2.8 If any provision in any Clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.2.9 The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.2.10 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.2.11 The Schedules, Annexure, Appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.
- 1.2.12 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. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

**2. JOINT DEVELOPMENT OF THE PROJECT:**

- 2.1 That the subject matter of this Agreement between the Owners HLT RESIDENCY PVT. LTD. Owing 67 kanal 01 marla and SAS Realtech LLP owning 64 Kanal 08 Marla, total land measuring 131 Kanal 09 Marla and the Developer is the said Property admeasuring 131 Kanal 09 Marla equivalent to 16.43125 Acres , more particularly mentioned in Land Schedule to this Agreement, for utilizing the same for construction of the Project.
- 2.2 That the Owners' assures and declare that they are the absolute owners of the said

For HLT Residency Pvt. Ltd.

*Ahul Narany*  
Director  
(OWNERS)

For SAS Realtech LLP

*Ahul Narany*  
Partner

(6)

For HL Promoters Pvt. Ltd.

*[Signature]*  
(DEVELOPER)



Property and are entitled to construct and develop the said Property in collaboration with the Developer.

- 2.3 Pursuant to this Agreement, Developer shall exclusively develop the said Property and execute the Project, in terms of this Agreement for the construction of the Said Premises on the said Property.
- 2.4 The Owners on execution of this Agreement execute a POA in favor of Developer and entrust upon the Developer such powers which the Parties may deem fit to do all such acts on behalf of the Owners. In case there are any other documents, deeds, applications, affidavits, undertakings and the like which may be required to be signed and executed by the Owners for the purposes of the Project, then in such event, the Owners undertake and shall be obligated to sign and execute all such other documents, deeds, applications and the like.
- 2.5 The Parties agree that Developer shall at its sole discretion utilize the entire potential FSI and FAR available on the said Property. Developer shall have the sole absolute and exclusive discretion in conceptualizing the scheme of Development of the said Property and undertaking the Project, and in this regard, Developer shall be freely entitled to develop the said Property in any manner it deems fit, as per sanctioned and revised plans and subject to all applicable laws, rules and regulations.
- 2.6 Developer shall, be entitled to divide and/or subdivide the said Property, or to undertake the amalgamation of the said Property or any portion/s thereof with any adjoining lands or properties and /or enter into any agreements or arrangements with the owners and/or occupiers and/or Developer of any adjoining lands or properties, as it may deem fit and proper for enhancing the development potential of the Project.
- 2.7 Developer shall, in carrying out the Development of the said Property, be freely entitled and have the right to use and have the benefit of all the approvals, permissions, sanctions, orders,
- 2.8 Simultaneously on execution of this Agreement, the Owners shall execute and deliver the Power of Attorney ("POA") in favour of Developer. The Parties recognize, that while Developer is authorized to do all such acts on behalf of the Owners as are provided in the POA, in case there are any other documents, deeds, applications, affidavits, undertakings and the like which may reasonably be required to be signed and executed by the Owners for the purposes of the Project, then the Owners undertakes and shall be obligated to sign and execute all such other documents, deeds, applications and the like.



For HLT Residency Pvt. Ltd.  
*Ashil Narang*  
Director  
(OWNERS)

(7)

For HL Promoters Pvt. Ltd.  
*[Signature]*  
Director  
(DEVELOPER)

For SAS Realtech LLP  
*Ashil Narang*  
Partner



- 2.9 That the agreement shall be irrevocable and no modifications etc. in the terms and conditions of such agreement can be undertaken except after obtaining prior approval of DG, TCP Haryana.
- 2.10 That the Developer company i.e. HL Promoters Pvt. Ltd. Shall be responsible for the compliance of all terms and conditions of the license/ provisions of Act of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DG, TCP, Haryana whichever is earlier.

3. **PROJECT IMPLEMENTATION:**

- 3.1 Developer will be solely and exclusively entitled and obligated, to carry out and drive at its sole cost and responsibility the Development of the said Property, for quality, cost, planning, schedule, aesthetics, pricing and marketing. Developer will be entitled to decide on the layout of the Development and the design of the residential/ non-residential building/s as also on the cost of construction, pricing and marketing of the Project.
- 3.2 Developer shall be exclusively and solely entitled and responsible, at its sole risk and cost, to conduct the marketing, branding, promotion, advertising, public relation activity and all other such activities in relation to the advancement of and/or selling of the Project. Developer shall conduct such marketing, promotion and advertising for advancement of the Project as it deems fit and consent of the Owners shall not be required in this regard. Further, Developer may appoint such agencies or other entities to carry out the activities as contemplated under this Clause. However, Developer may, if required, approach the Owners for such support in relation to generation of leads of prospective buyers subject to the applicable law, and the Owners shall render all reasonable and required support in this regard.
- 3.3 Developer, at its sole responsibility and cost, shall also have the right to outsource the construction work to a contractor or third party to which the Owners shall have no objection.
- 3.4 Developer shall have the authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by Developer from time to time, within the overall Project.
- Developer alone shall have power to negotiate the sale, lease or other transfers of the said Premises at the best available prices in the market for the mutual benefit of the Parties and the Gross Sales Proceeds and Lease/Licence Revenues that may be realized



For HLT Residency Pvt. Ltd.

*Ahil Narain*  
Director

(OWNERS)

(8)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)

For SAS Realtech LLP

*Ahil Narain*  
Partner

by sale, lease or transfer of the Said Premises in any other manner whatsoever shall be divided between the Parties in the Agreed Proportion in the manner set out in this Agreement.

**4. PROJECT COMPLETION:**

- 4.1 The Developer shall be entitled to club or amalgamate the said Property with adjoining land parcels and obtain single license or as many additional licenses as per the sole discretion of the Developer, from the Government/semi Government authorities.
- 4.2 The Developer shall endeavor to complete the construction and development of the Project within 4 (four) years from the date of all the approval including environmental approvals, and after the expiry of 4 (four) years ("Development Period") the Developer shall apply for necessary extension to the DG, TCP Haryana for suitable period of time.
- 4.3 Since considerable expenditure, efforts and expertise are involved in getting the land use changed obtaining the license for the proposed Project it is the condition of this agreement that, the Owner/or his nominee or his legal heirs shall not cancel or back out from this Agreement under any circumstances. In such eventuality the Developer besides his other rights will be entitled to get the said Agreement fulfilled through a suit for specific performance at the cost and risk of the Owner.

**5. REVENUE SHARE :**

- 5.1 Both Owners and the Developer shall jointly execute the agreements and sale deeds with the intending purchaser/s in respect of the said Project being jointly developed on the said Property in terms of this Agreement.
- 5.2 In the manner set out infra, the Developer shall market and thereafter the Parties shall jointly transfer the Said Premises in the Project to the intending purchaser/s at the price as decided by the Developer from time to time. It is agreed by the Parties, that they shall share the Gross Proceeds arising out of transfer of the Said Premises to intending purchasers as set out hereinafter.

In pursuance to the foregoing it is agreed by the Parties that in order to maximize the Gross Proceeds from transfer of the Said Premises to the intending purchasers, there shall be no delineation or allotment or allocation to the Owners of any portion of the Said Premises on it being developed.

5.4 In consideration of the foregoing and in consideration for grant of rights as provided in



For HLT Residency Pvt. Ltd.

*Ashwini Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Ashwini Narang*  
Partner

(9)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)

this Agreement for the Development of the Project, the Developer shall ensure that the Owners HLT Residency Pvt. Ltd. and SAS Realtech LLP receive 12.75 % and 12.25% shares respectively of the Gross Proceeds (*defined hereunder*) received by the Developer from transfer of the said Premises, within each calendar quarter to be paid by the Developer to the Owners within 15 days from the end of each calendar quarter post sales launch of the Project over the life of the Project ("OWNERS SHARE").

- 5.5 In consideration of the foregoing and in consideration of the Developer developing the said Property at its cost as per the terms hereof, after payment of the OWNERS SHARE, the Developer shall be entitled to revenue share of 75% of the Gross Proceeds from the transfer of the Said Premises to the intending purchaser ("DEVELOPER SHARE").
- 5.6 Provided always and notwithstanding anything to the contrary contained hereinbefore, at the Developer's option the Developer are entitled to pay the OWNERS SHARE to the Owners in part or in full, for which the Owners shall have no objection. In the event the Developer pays OWNERS SHARE earlier as aforesaid, then to that extent it would be deemed that Developer have fulfilled their obligation under this Agreement towards payment of OWNERS SHARE to the Owners and the Developer alone shall be entitled for all the revenues arising out of the Project and Owners shall have no right, title or claim with respect to the said Property and/or the Project.
- 5.7 For the purpose of this Agreement, the expression "Gross Sale Proceeds" shall mean all proceeds of sales received and receivable from the sale of the Said Premises to be constructed on the said Property and all other cash receipts and proceeds and revenues from or in respect of the Project. Such sale proceeds shall be reflected in the sale deeds/ agreement for sale/apartment buyer agreement/ conveyance deed entered with the intending purchasers of the Said Premises.

It is clarified that earnest money received towards confirmed sales of Said Premises shall be included in Gross Sales Proceeds subject to the exclusions given herein below.

The following are excluded from the Gross Sales Proceeds:

- (i) Any refundable/non-refundable deposits and/or municipal deposits and/or charges specifically for any services to be rendered, collected from the intending purchasers, to the extent not representing the sale price of the units to intending purchasers.
- (ii) Stamp duty and registration fees and other incidental and allied costs and expenses for all agreements, deeds and documents, collected and recovered from the intending purchasers.
- (iii) Cost or consideration received at actuals, for any extra civil work carried out by Developer at the instance of intending purchasers of the Said Premises, in



For HLT Residency Pvt. Ltd.

*Atul Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Atul Narang*  
Partner

(10)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)

addition to the normal specification of the Said Premises as stated in the standard agreements for sale with the intending purchasers.

- (iv) V.A.T./Service Tax, GST and all other taxes/statutory levies as and when applicable or any other statutory dues/duties imposed on the execution of this Agreement/during the term of this Agreement or any other taxes/duties, maintenance charges, forfeiture charges, administrative charges, interest and other charges for late payment application/processing fees, transfer fees if any, collected/receivable from the intending purchasers.
- (v) Any contingent liability arising due to court/tribunal proceedings initiated by the intending purchasers, which shall be set off against subsequent sale of that particular unit which is subject matter of above court/tribunal proceedings.
- (vi) Any penalty given to intending purchasers on account of delay in handover will be excluded from the gross sales proceeds.
- (vii) Statutory Internal Development Charges / External Development Charges recovered from the intending purchasers, if applicable.

5.8 In case Developer, decides to give any part of the Said Premises on lease, then the revenue earned from the same ("Lease/Licence Revenue") shall be divided between the Owners and Developer in the Agreed.

**6. PROJECT SALES PROCEEDS ACCOUNT AND STATEMENTS:**

6.1 The Gross Sales Proceeds and Lease/Licence Revenue shall be deposited in a designated bank account to be opened by Developer as may be decided by Developer established in the name of Developer and operated by Developer, for the Project (Project Sales Proceeds Account). It is expressly agreed by and between the Parties that the Project Sales Proceeds Account shall be operated solely by Developer. Developer shall deposit each installment of Gross Sales Proceeds and Lease/Licence Revenue collected from the intended purchasers into the Project Sales Proceeds Account, quarterly basis in a timely manner and in any event within a reasonable time of such collection.

6.2 The Owners shall inform Developer details of its designated bank account, into which, their collective OWNERS Share is to be transferred. The Parties specifically agree that the said designated bank account shall not be changed by the Owners for the entire tenure of the Project, without the prior written permission of Developer.



On the completion of the Project a final sales account shall be made up, and rendered by Developer to the Owners, with full and complete details with regard to the sales of the Project and all other related matters.

For HLT Residency Pvt. Ltd.

*Atul Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Atul Narang*  
Partner

(11)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)

**7. TAXES:**

- 7.1 Each Party shall be responsible for its own tax liability including direct and indirect taxes for incomes received and/ or gains arising as a result of implementation of the Project or otherwise pursuant to this Agreement. Each of the Parties shall promptly pay all taxes, levies and duties due from it, including without limitation income tax, works contract tax, VAT, GST and service tax if applicable, whether due at present or arising out of any statutory demand/requirement in the future, as and by way of its personal liability and shall keep the other Party fully indemnified there from.
- 7.2 The Owners shall pay and discharge all municipal taxes, rates, cess and other public dues with respect to the said Property till the date of execution of these presents. In case any such taxes are paid by the Owners pursuant to the execution of this Agreement the same shall be reimbursed by Developer at actuals within 15 (fifteen) days of demand. The Developer shall be liable to pay all land tax pursuant to the execution of this Agreement.
- 7.3 If and to the extent that Developer is obliged by Law to make any withholding from the Owner's portion of the Revenue Share, Developer shall promptly pay over the withheld amount(s) to the Revenue and provide the Owner's appropriate tax deduction certificate(s).
- 7.4 The payment of stamp duty and registration charges in respect this Agreement and the POA given by the Owners and on all other related documents for the Project, subsequent to this Agreement shall be borne solely by developer.
- 7.5 All payments to be made herein shall be subject to deduction of applicable taxes.

**8. INDEMNITY:**

The Owners and Developer hereby undertake to indemnify and keep indemnified each other and their respective directors and employees, from and against any claims, penalty, charge, liability, proceeding or restrictive order which may arise on account of the non-compliance of statutory requirement for non-payments of taxes, levies, duties, service tax etc. or any other actions or inactions which may have the potential of rendering the transaction envisaged under this Agreement void or voidable or otherwise incapable of being implemented.

**REPRESENTATIONS AND COVENANTS AND OBLIGATIONS OF THE CONFIRMING PARTY AND THE OWNERS:**



For HLT Residency Pvt. Ltd.

*Ashil Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Ashil Narang*  
Partner

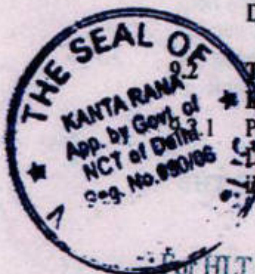
(12)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)

- 9.1 The Confirming Party hereby confirm, declare, covenant, undertake and represent to Developer as follows:
- 9.1.1 Whatever is stated in the Recitals hereinabove, shall be deemed to be declarations and representations on the part of the Owners as if the same were set out herein *in verbatim* and forming an integral part of this Agreement.
- 9.1.2 They have sold the same to the Owners free of encumbrance of whatsoever nature.
- 9.1.3 The Owners are absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the said Property which is free from all Encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, executions, attachments, vestings, alignments, easements, liabilities, whatsoever and the said Property has potential for Group Housing development as per the applicable master plan.
- 9.1.4 They confirm that Owners have full power to enter into this Agreement and represents that, there are no facts, circumstances, contracts, arrangements, which in any manner will be adversely prejudicial to the Development of the said Property under this Agreement.
- 9.1.5 They shall execute all necessary Documents and/or Instruments with the Owners and Developer to enable the Owners and Developer to develop the said Project, as required by the competent authorities.
- 9.1.6 They and/or anyone on their behalf have not received any notice for the acquisition or requisition of the said Property. They have not received any notice of violation of any law or municipal ordinance, order or requirement having jurisdiction over or affecting the said Property.
- 9.1.7 That, there are no drains, sewers, cables, water pipes, gas pipes, overhead cables/wires passing through and/or over the said Property, which have not been disclosed to Developer.
- 9.1.8 They have handed over free and unhindered possession of the said Property and there are no *lis pendens*, suits, legal proceedings, injunctions and pending or threatened litigation including attachment or other forms of distress with respect to the said Property or against them which may adversely affect the rights of the Owners or the Developer contained in this Agreement.



The Owners hereby confirm, declare, covenant, undertake and represent to Developer as follows:

Pursuant to the execution of this Agreement, the Owners expressly agree with Developer that during the subsistence of this Agreement, the Owners shall not enter into any agreement or arrangement whatsoever, written or oral with any person/s or

For HLT Residency Pvt. Ltd.

Atul Narang  
Director

(OWNERS)

For SAS Realtech LLP

Atul Narang  
Partner

(13)

For HL Promoters Pvt. Ltd.

[Signature]  
Director

(DEVELOPER)

third party for Transfer of the said Property or affecting the Development of the said Property under this Agreement.

- 9.2.2 All rents, rates, taxes, assessments, dues, duties, cesses, and other outgoings whatsoever payable in respect of the said Property to the Authorities have been duly paid and discharged by the Owners till the date of execution of this Agreement.
- 9.2.3 On the execution of this Agreement the Owners shall simultaneously deposit with Developer the Original Title Deeds in respect of the said Property with the Developer. These documents of title shall remain in the custody of Developer till the completion of the Project and can be used as security towards raising finance for the Project from banks, financial institutions and other lenders, in connection with which, the Owners undertakes to execute all necessary Instruments.
- 9.2.4 On completion of the Project (or parts thereof) as herein contemplated, the Owners shall execute documents and instruments necessary for the transfer in favour of the intending purchaser, in undivided shares in the said Property or otherwise and the Said Premises, as requested by Developer.
- 9.2.5 The Owners shall forthwith furnish to Developer in connection with the said Property and the Project, any order, circular, notice, notification, directive, etc. which may be served upon or received by them, which are issued by any government, local or public body or authority or by any court, tribunal or quasi-judicial body or authority, or by any other person.
- 9.2.6 That Owner agrees that the Developer shall be entitled to enter the said Property for purpose of developing the Project after receiving the Letter of Intent (LOI) and to enable the Developer to discharge its part of obligations. The Owner agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Developer, the said Property and to vest in the Developer all the powers of Owner as also all the authority of the Owner as may be necessary in the discretion of the Developer for obtaining the requisite licenses, permission, sanctions and approvals for development, construction and completion of the Project on the said Property.

**10. REPRESENTATIONS AND COVENANTS AND OBLIGATIONS OF THE DEVELOPERS:**

- 10.1 Developer hereby agrees and confirms that whatever is stated in the Recitals hereinabove, shall be deemed to be declarations and representations on the part of Developer as if the same were set out herein in verbatim and forming an integral part of this Agreement.



Developer has full power to enter into this Agreement and represents that, to the best of his knowledge, there are no facts, circumstances, contracts, arrangements, which in any manner will be adversely prejudicial to the Development of the said Property or which

For HLT Residency Pvt. Ltd.

*Atul Narang*  
Director  
(OWNERS)

(14)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director  
(DEVELOPER)

For SAS Realtech LLP

*Atul Narang*  
Partner

will adversely affect the ability of Developer to implement the Project.

10.3 Developer will undertake the Project and the Development of the said Property in a timely manner and to the best of its ability in accordance with the best industry norms and standards and undertake all its obligations at its own risk and cost and without any claims or demands on the Owners save as expressly provided in this Agreement.

10.4 That the Developer undertake to develop the said Property either individually or jointly along with its associate company at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals of all competent authorities and thereafter to construct the Project on the said Property. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Developer.

10.5 That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Project and get them approved/sanctioned from the competent authorities. For this purpose the Developer undertake to engage and employ reputable architect at its own cost, expenses. The Developer shall in his name and for and on behalf of and in the names of the Owner apply to the Director, Town & Country Planning Haryana, Haryana Urban Development Authority and/or such other authorities as may be concerned in the matter for getting the abovementioned land released, obtaining the requisite licenses, permissions, sanctions and approvals for development of the Project on the said Property in accordance with the applicable rules and regulation. However, the Developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Developer desirable or necessary.

10.6 That the entire amount required for the cost of construction of the Project including the charges and fees of the architect, consultants for preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, internal/External development charges, Electricity and water security charges, any type of renewal charges payable now or in future to the Government for any other authority for the provision of peripheral or external service of the said Property, provision of air-conditioning facilities and fire-fighting equipment / arrangements, as may be prescribed by the concerned authority, shall be wholly to the account of the Developer including all the expenses as required for the compliance of the LOI and the License as required by the competent authority. The Developer shall have discretion to finalize, change or amend the design plan, the quality and specifications of the Project.

10.7 The construction of the Project shall be carried out by the Developer at the cost of the Developer.



For HLT Residency Pvt. Ltd.

*Atul Narang*  
Director

(OWNERS)

For SAS Realtech LLP

*Atul Narang*  
Partner

(15)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)



- 10.8 The Developer shall pay all costs, fees and other expenses of the architects and other technical experts, commencement and completion of the said construction and for any addition and alterations, all wages and salaries to all persons employed by the Developer, or its contractors, sub-contractors or his agents or his nominees for the purpose of the said construction and the owner shall not be responsible or liable for such payment. The Developer shall indemnify the Owner against any claims arising out of and during the course of construction in regard thereto.
- 10.9 The Developer alone shall be responsible for any accident that may occur during the course of construction and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the Developer and owner shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.
- 10.10 It is agreed between the parties that the possession of the said Property once delivered/handed over the Developer for the purpose of the aforementioned project shall not be disturbed nor any interference caused by the Owner till the project is complete.
- 10.11 The Developer shall be responsible for the quality of construction with respect to the said Project and be liable for any defect liability, as per the applicable regulations, post-handover of the project to the intending purchaser or the welfare association of such intending purchasers.
- 10.12 The Developer shall be entitled to retain or let out or sell the said Premises to any party either in whole or in parts. The Developer shall be entitled to enter into any Agreement to sell/lease/rent or to dispose of the said Premises in any manner, to receive the payments and to execute the necessary documents in favour of such Purchaser. The Owner shall also joint hands in executing the documents in favour of such intending purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favour of such intending purchaser.
- 10.13 The maintenance service of the said Premises and the building/complex of the Project will always be vested with the Developer and/or an agency appointed by it and the Owner shall be responsible to pay all the charges, which are chargeable by the Developer for the maintenance services and/or agreed to be paid to the said agency without any demur.



For HLT Residency Pvt. Ltd.

*Atul Narang* Director

(OWNERS)

For SAS Realtech LLP

*Atul Narang* Partner

(16)

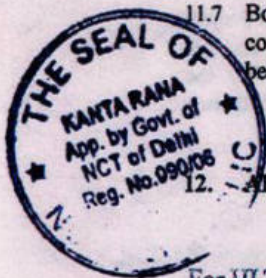
For HI Promoters Pvt. Ltd.

*[Signature]* Director

(DEVELOPER)

**11. MISCELLANEOUS:**

- 11.1 The Owner and the Developer shall be bound to comply with all the terms and conditions of Licenses and agreements executed with Town & Country Planning Department in respect of the building sought to be developed in the said Project, which have been duly seen and examined by Developer.
- 11.2 The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
- 11.3 In pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns.
- 11.4 If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 11.5 It is hereby agreed that if the FSI and/or FAR of the land is revised herein after, under the rules and regulations of the Haryana State Government, the revised FSI and FAR shall come into the portion of the said Property which is to be developed by Developer and all expenses payable to Haryana Government in the respect of the revised FAR of the said Property shall be borne and paid by the Developer. The revised area would also be divided in between the Owner and the Developer as per the percentage agreed in this very agreement and herein above defined.
- 11.6 It is an integral and essential term of this agreement that the said Project shall be named as decided by the Developer without any objection whatsoever from the Owner.
- 11.7 Both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their free will.



12. ARBITRATOR:

For HLT Residency Pvt. Ltd.  
*Atul Narang*  
Director  
(OWNERS)

For SAS Realtech LLP  
*Atul Narang*  
Partner

(17)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director  
(DEVELOPER)

- 12.1 If any disputes or differences arise between the Parties in connection with the validity, interpretation, implementation and/or alleged breach of any term or provision of this Agreement and/or any Document related or incidental hereto, and/or otherwise howsoever arising from or in respect of this Agreement and/or any Document related or incidental hereto (hereinafter referred to as the "Dispute"), the Parties shall endeavor to settle the Dispute amicably within 30 (thirty) days from the date of occurrence thereof, failing which, the Dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force.
- 12.2 The reference shall be made to one Arbitrator if the Parties agree upon such appointment, failing which, each Party shall appoint one Arbitrator, and such two Arbitrators shall appoint a presiding Arbitrator prior to entering upon the reference.
- 12.3 The venue of the arbitration shall be at Delhi, and the language of the arbitration proceedings shall be English.
- 12.4 The arbitral award shall be reasoned and given in writing and shall be final and binding on the Parties. The Arbitrator/s shall also decide on the sharing of costs of the arbitration proceedings, between the Parties hereto.
- 12.5 The Arbitrator/s will also have the summary powers and shall be entitled to give interim directions and awards from time to time. Notwithstanding the pendency of any dispute or other differences between the Parties hereto and/or any arbitration proceedings, the Developer shall continue to be fully entitled and at liberty to continue and complete the Development of the said Property and exercise all its rights, powers, privileges, discretions and authorities contained in this Agreement and all documents related or incidental hereto.
- 12.6 Arbitration may be commenced anytime during the existence of this Agreement. The respective obligations of the Parties under this Agreement shall not be altered by reason of any arbitration being conducted during the existence of Agreement

13. ASSIGNMENT:

This Agreement cannot be assigned by the Owners, however the Developer is entitled to assign this Agreement in only in the following two cases:

In case Developer merges or amalgamates with any other Company pursuant to sanction by the concerned High Court or appropriate Tribunal, then such resultant



For HLT Residency Pvt. Ltd.

*Ahul Narang*  
Director  
(OWNERS)

For SAS Realtech LLP

*Ahul Narang*  
Partner

(18)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director  
(DEVELOPER)

Company (provided the same is part of its group and is associated with the same name) shall be entitled to the rights and obligations of Developer under this Agreement.

- b) Developer may assign its rights and obligations under this Agreement in favour of its subsidiary subject to the conditions that (i) at least 51 per cent of the shareholding of such subsidiary is owned by Developer at all times, (ii) Developer has absolute management and control of such subsidiary and (iii) the aforesaid shareholding as also management and control of Developer continues till the completion of the project.

In such case(s) as mentioned in (a) and (b) above, the Owners shall be bound and liable to recognize such assignee(s) and Transferee(s) and such assignee(s) and Transferee(s) of Developer shall likewise be bound by the terms, conditions and provisions of this Agreement and all documents related and incidental to the same. Developer shall cause such assignee(s) and Transferee(s) to execute undertaking(s) and/or other necessary documents, confirming that the assignee(s) and Transferee(s) shall be bound by and will perform and comply with the terms, conditions and provisions of this Agreement and all documents related and incidental to the same.

**14. GOVERNING LAW:**

This Agreement shall be governed by the laws of India and Courts in Haryana only shall have jurisdiction in respect of this Agreement.

**15. NOTICES, CORRESPONDENCE AND COMMUNICATION:**

15.1 All notices requests or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery or dispatched by courier, registered post, under certificate of posting, or sent by e-mail or fax, to the addresses given in this Agreement.

15.2 Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received: (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is seven (7) days after the mailing thereof, and (iii) in the case of a e-mail and fax, on the date of dispatch thereof.

**DISCLOSURE:**

Except as to and to the extent required by law or judicial or administrative process, or to arrange financing for or professional assistance in connection with the Development of the said Property, without the prior written consent of the Developer, the Owners or any person representing them, shall not, directly or indirectly, make any public comment,



For HLT Residency Pvt. Ltd.  
*Atul Narang*  
Director  
(OWNERS)

For SAS Realtech LLP

*Atul Narang*  
Partner

(19)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

(DEVELOPER)

statement or communication with respect to, or otherwise disclose, or permit the disclosure of, the existence of discussions regarding the possible Development and/or sale of the Said Premises, or any of the terms, conditions or other aspects of this Agreement or of any subsidiary agreements or documents.

16.2 It is further agreed that the Owners shall not, without the prior consent of Developer, give any information to the any Media/TV channels, Radio Channel, press conference and news paper etc. in respect of the Project.

16.3 Neither Party shall use the name and/or logo of the other Party or represent by any means whatsoever (including, but not restricted to publicity materials, advertisements etc.) that they are associated with or have any arrangement whatsoever with the other Party in any of the present or future projects relating to or concerning any property/ land/ venture/ business etc., without the prior written consent of the other Party.

16.4 All copyrights, trademarks, patents, intellectual property rights existing or applied for by the Developer or granted to the Developer in connection with the Project shall always remain the exclusive property of the Developer.

**17. CONFIDENTIALITY:**

Except as to and to the extent required by law or judicial or administrative process, or to arrange financing for or professional assistance in connection with the development and/or sale of the said Property and/or Said Premises, no Party (the "Receiving Party") shall disclose or use, and it shall direct its directors, officer, employees, attorneys, accountants, professional advisors and other agents and representatives (collectively "Representatives") not to disclose or use, any Confidential Information (as defined below) with respect to the other Party (the "Disclosing Party") or the Project, this memorandum, which Confidential Information has been acquired, or will be acquired, by the Receiving Party or its Representatives for the purposes of the Development of the said Property. For greater certainty, the Receiving Party hereby agrees:

a. that it and its Representatives will use the Confidential Information only for the purpose of evaluating the Development of the said Property, and will not use the Confidential Information for any operational or other commercial purpose or in any manner detrimental to the Disclosing Party or its Representatives; and

b. to safeguard and strictly control the dissemination of the Confidential Information and not to disclose the Confidential Information to any person, corporation or entity other than its Representatives who need to receive that Confidential Information for use by the Receiving Party in connection with the Project and who have been informed of and have agreed to be bound by the terms of this Agreement. No disclosure will be made of the Confidential



For HLT Residency Pvt. Ltd.  
*Atul Narang*  
Director  
(OWNERS)

(20)

For HL Promoters Pvt. Ltd.  
*[Signature]*  
Director  
(DEVELOPER)

For SAS Realtech LLP  
*Atul Narang*  
Partner

Information to others without the prior written consent of the Disclosing Party with respect to the identity of the recipient of the information to be disclosed, and to the specific information or category of information to be disclosed and then only upon the terms and conditions as the Disclosing Party may require acting reasonably.

For purposes of this Section, "Confidential Information" means information acquired by any of the Parties and their respective Representatives relating to the business and affairs of the Disclosing Party (including, without limitation, sales information, pricing policies, marketing strategies, trade secrets, intellectual property, research and development, processes, systems and techniques used by the Disclosing Party), the Project, this Agreements, provided that Confidential Information does not include:

- (i) Information that is in the public domain at the time it is received by the Receiving Party;
  - (ii) Information that after receipt thereof by the Receiving Party enters the public domain otherwise than through any act or omission of the Receiving Party;
- c. information that the Receiving Party can show was, prior to receipt thereof from the Disclosing Party, lawfully in its possession and not then subject to any obligation on the Receiving Party's part to maintain the confidentiality thereof; and
- d. information received by the Receiving Party from a third party who was not, to the knowledge of the Receiving Party, under a duty of confidentiality to the Disclosing Party at the time the information was conveyed.

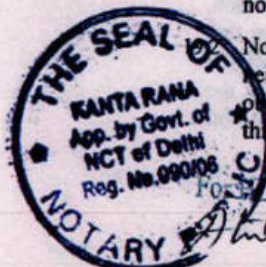
**18. WAIVER:**

No failure on the part of either Party to exercise, and no delay in exercising, any rights hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

**19. NO PARTNERSHIP OR AGENCY:**

19.1 Nothing contained in this Agreement shall constitute a partnership between the Parties nor shall this Agreement be construed as such.

No agency is created nor shall be deemed to be created by this Agreement and as such neither Party shall have the authority or power to make any representation or incur any obligation for and on behalf of the other Party except to the limited extent provided in this Agreement.



For SAS Residency Pvt. Ltd.  
*Atul Narang*  
Director  
(OWNERS)

(21)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director  
(DEVELOPER)

For SAS Realtech LLP  
*Atul Narang*  
Partner

SCHEDULE OF Said Property:

NO	NAME	KANAL	MARLA	TOTAL MARLA
1	HLT RESIDENCY PVT. LTD.	67	1	1341
2	SAS REALTECH LLP	64	8	1288
	<b>TOTAL LAND=</b>	<b>131</b>	<b>9</b>	<b>2629</b>
	2629/160=16.43125			

SCHEDULE OF LAND OF HLT RESIDENCY PVT. LTD.

M/S HLT RESIDENCY PRIVATE LIMITED having their office at S1 HL SQUARE PLOT NO 6 SECTOR-5 DWARKA NEW DELHI 110075 is the Owner of the land admeasuring **67 Kanal 1 Marla** bearing Khewat/Khata No. 19 MIN Khatoni No.22 MIN Rect. No.67// Kila No. 6 (7K-12M),7/1(4K-2M),68// 10/1(OK-12M), 10/2(5K-9M), 10/3(1K-7M) and Khewat/Khata No. 20 MIN Khatoni No.23 MIN Rect. No.67// Kila No. 7/2 (3K-18M),8(8K-0M),9 (8K-0M),10(7K-18M), 66// 6/1 (2K-9M) and Khewat/Khata No. 3 MIN Khatoni No.3 MIN Rect. No.45// Kila No. 21 (7K-08M), 46// 25/2 (2K-18M), 68//1 (7K-8M) situated in the Revenue Estate of Village NUNA MAJRA, Tehsil Bahadurgarh, Distt. Jhajjar, Haryana by virtue of Zamabandi for the year 2004-2005 and Registry No 6072 of 14/11/2013, bearing mutation No 4543

Khewat/ Khatoni No.	Rectangl e No.	Khasra No.	Kanal	Marla
19/22	67	6	7	12
		7/1	4	02
	68	10/1	0	12
		10/2	5	09
		10/3	1	07
20/23	67	7/2	3	18



For HLT Residency Pvt. Ltd.  
*Ahil Narang*  
Director  
(OWNERS)

(22)

For HL Promoters Pvt. Ltd.  
*[Signature]*  
Director  
(DEVELOPER)

For SAS Realtech LLP  
*Ahil Narang*  
Partner

Reg. No.

Reg. Year

Book No.

6,125

2013-2014

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता	बजरिये अतुल नारंग		<i>Atul Narang</i>
पेशकर्ता			<i>Atul Narang</i>
दावेदार	बजरिये राकेश जून		<i>Rakesh Juneja</i>
गवाह	जगहरे कादयाल बकील		<i>Jaghree Kadyal Bakil</i>
गवाह	विजय सिंह		<i>Vijay Singh</i>







IN THE WITNESSES WHEREOF, the parties hereto have set their respective hands on this present on the day, month and year written below in the presence of the following witnesses :-

SIGNED AND DELIVERED by  
HLT RESIDENCY PVT. LTD.  
Through its authorised signatory  
Shri. Atul Narang )

For HLT Residency Pvt. Ltd.  
*Atul Narang*  
Director

SIGNED AND DELIVERED by  
SAS REALTECH LLP  
Through its authorised signatory  
Shri. Atul Narang )

For SAS Realtech LLP  
*Atul Narang*  
Partner

SIGNED AND DELIVERED by  
Within named Developer  
HL PROMOTERS PRIVATE LIMITED,  
Through its authorised signatory  
Shri. Rakesh Joon )

For HL Promoters Pvt. Ltd.  
*Rakesh Joon*  
Director

Signed in Presence of following witnesses:

- 1) *[Signature]*  
(SAWAN KUMAR)  
H.No. 88 Gopal Nagar Extn,  
Najafgarh, New Delhi-110043
- 2) *[Signature]*  
(Anit Ruther)  
H.No. 45, 8 Biswa, Jatwana Mahalla  
Bahadurgarh. Haryana - 124607

*Dagsher Gadhia*  
Advocate

*[Signature]*  
PANA RIE S/ENR/11/2013  
R/ 01/11/13

For HLT Residency Pvt. Ltd.  
*Atul Narang*  
Director  
(OWNERS)

(25)

For HL Promoters Pvt. Ltd.

*[Signature]*  
Director

For SAS Realtech LLP

*Atul Narang*  
Partner

*Vijender Datt* (DEVELOPER)

Attested Photo Copy

18-11-2013

Notary Public, Delhi

19 NOV 2013



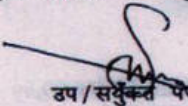
Reg. No.	Reg. Year	Book No.
6,125	2013-2014	1

प्रमाण-पत्र


प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,125 आज दिनांक 18/11/2013 को बही न: 1 जिल्द न: 291 के पृष्ठ न: 59 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 757 के पृष्ठ सख्या 36 से 37 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 18/11/2013



  
उप/संयुक्त पंजीयन अधिकारी  
बहादुरगढ़

**Attested Photo Copy**

  
Notary Public, Delhi

19 NOV 2013

**TITLE NOTE****Description of the property**

All those piece and parcel of Property admeasuring 173 Kanal 13.5 Marla equivalent to 21.710 acres approx. situate at Village Nuna Majra, Tehsil Bahadurgarh, District Jhajjar, Sector 37, Bahadurgarh, District Jhajjar (hereinafter referred to as "Property")

List of Survey Numbers forming part of the Property is as below:

Sr. No.	Khewat/Khatauni No	Rectangle//Killa No	Total Area (K-M) of Khasra Nos
1.	5/5	46//12/4/2	0-14
2.	-do-	46//18	8-0
3.	-do-	46//19/1	2-07
4.	-do-	46//22	6-12
5.	-do-	46//23	8-0
6.	19/22	67//1/2	3-14
7.	-do-	67//2	7-11
8.	-do-	67//3	7-11
9.	-do-	67//4	7-11
10.	-do-	67//5/2	7-02
11.	-do-	67//6/1	7-04
12.	-do-	67//7/1/1	3-17
13.	-do-	67//26	0-12
14.	-do-	68//10/3/1	1-04
15.	-do-	68//10/1/2	0-11
16.	20/23	67//7/2/1	3-14
17.	-do-	67//8/1	7-11
18.	-do-	67//9/1	7-15
19.	-do-	67//10	7-18
20.	-do-	66//6/1	2-09
21.	19/22	68//10/2/2	4-17
22.	3/3	45//21/2	6-12
23.	-do-	46//25 min	7-12
24.	-do-	68//1/1	7-0
25.	-do-	68//19/2	3-11
26.	20/23	67//17/2	7-03
27.	20/23	67//18	7-11.5
28.	21/24	67//13	8-0
29.	-do-	67//14	8-0
30.	-do-	67//15	7-12
31.	-do-	67//16/1	1-09
32.	-do-	67//17/1	0-04
33.	-do-	68//11/1	2-05
		Total (in K-M)	173-13.5

	Total (in acres)	21.710
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The brief details of the Property are:

The Property falls in the revenue estate of Village Nuna Majra, Tehsil Bahadurgarh, District Jhajjar vide jamabandi for the year 2004-2005.

A. Flow of Title:

Sr. No	Khewat/Khat No	Rectangle// Killa No	Total Area (K-M)	Sale Deed Reg No/Date	Vendor	Vendee	
1	19/22	67//6/1	7-04	6072/14.11.2013	HL Residency Private Limited	HLT Residency Private Limited	
		67//7/1/1	3-17				
		68//10/1/2	0-11				
		68//10/2/2	04-17				
		68//10/3/1	1-04				
		20min/23min	67//7/2/1				3-14
		67//8/1	7-11				
		67//9/1	7-15				
		67//10	7-18				
		66//6/1	2-09				
2	3/3	45//21/2	6-12	6072/14.11.2013	HL Residency Private Limited (6/7 share), Rakesh Joon (7/81 share), Golf Link Residency Private Limited (32/567 share)	HLT Residency Private Limited	
		-do-	46//25 min east				2-18
		-do-	68//1/1				7-0
		-do-	68//191/2				3-11
			Total (in K-M)				67-01
	Total (in acres)	8.38					

By virtue of the above sale deeds HLT Residency Private Limited acquired absolute title in the above mentioned Khasra Nos.

Sr. No	Khewat/Khat No	Rectangle// Killa No	Total Area (K-M)	Sale Deed Reg No/Date	Vendor	Vendee
1	19min/22min	67//1/2	3-14	6071/14.11.2013	HL Residency Private Limited	SAS Realtech LLP
		67//2	7-11			
		67//3	7-11			
		67//4	7-11			
		67//5/2	7-02			
		67//26	0-12			
2	5min/5min	46//12/4	0-14	6071/14.11.2013	Prithvishwar Constructions Private Limited	SAS Realtech LLP
		46//18	8-0			
		46//19/1	2-07			
		46//22	6-12			
		46//23	8-0			
3	3min/3min	46//25 min	4-14	6071/14.11.2013	HL Residency Private Limited (6/7 share), Rakesh Joon (7/81 share), Golf Link Residency Private Limited (32/567 share)	SAS Realtech LLP
		Total (in K-M)	64-08			
		Total (in acres)	8.05			

By virtue of the above sale deeds SAS Realtech LLP acquired absolute title in the above mentioned Khasra Nos.

Sr. No	Khewat/Khat No	Rectangle// Killa No	Total Area (K-M)	Sale Deed Reg No/Date	Vendor	Vendee
1	20/23	67//17/2	7-03	3219/21.07.2014	HL Residency Private Limited, Prithvishwar Construction and Builders Pvt Ltd.	HL Promoters Private Limited
		67//18	7-11.5			
		67//13	8-0			
		67//14	8-0			
		67//15	7-12			
		67//16/1	1-09			
		67//17/1	0-04			
		68//11/1	2-05			

	Total (in K-M)	42-4.5			
	Total (in acres)	5.278			

By virtue of the above sale deeds HL Promoters Private Limited acquired absolute title in the above mentioned Khasra Nos.

**B. Development Rights:**

- Vide Share Purchase Agreement dated 08.11.2013 the promoters/shareholders of HL Promoters Private Limited sold their entire shares in favour of HLT Residency Private Limited (51%) and SAS Realtech LLP (49%).
- Vide Share Purchase Agreement dated 08.11.2013 TATA Value Homes Limited purchased 100% shares of HLT Residency Private Limited, thus TATA Value Homes Limited became entitled to 51% shareholding in HL Promoters Private Limited.
- The said HLT Residency Pvt Ltd and SAS Realtech LLP entered into a Collaboration Agreement dated 16.11.2013 with HL Promoters Private Limited duly registered before the office of Sub Registrar, Bahadurgarh, District Jhajjar, Haryana vide Sr No 6125 dated 18.11.2013 for development of their land.

Hence, the Property is being developed by HL Promoters Private Limited with a clear and marketable title.

**C. Encumbrance:**

- The Said Property / Project is having Specific Loans dated 29.06.2016, which was modified on 26.10.2016 by the Landers (SBI) for an amount of Rs. 50,00,00,000/- (Rupees Fifty Crore Only), SBI have created hypothecation and mortgage over the immovable and movable assets of the project.

**D. Disclosure:-**

- Central Bank of India – The Developer has obtained Cash Credit Facility of Central Bank of India on 26.09.2016. Security for the same being 1st Pari Passu charge under multiple banking arrangement by way of Hypothecation of entire current assets of Tata Value Homes Limited both present and future.
- IDBI Bank - The Developer has obtained working capital facility from IDBI Bank on 18.12.2015. Security being 1st Pari Passu charge on the entire current assets of the project, both present and future along with other banks under the Multiple Banking Arrangement and 1st Pari Passu charge on the entire movable fixed assets of the project both present and future along with other banks under the Multiple Banking Arrangement.
- HDFC Bank- The Developer has obtained Cash Credit / Working Capital Demand Loan and Non fund based facility from HDFC Bank on 12.04.2012. Security being 1<sup>st</sup> Pari Passu charge on the current assets (Present and Future) of TATA Value Homes Limited.

**E. Litigation: List Attached.**

Litigation Related to the Bahadurgarh Project AS Per Required Format -

Sr. No.	Name of the Court	Case Against	Type of Case	Petition	Case No	Year	Preventive Injunction / Interim Order	Present Status	Next Date	Remark
01	In Bombay High Court	TVHL & HL promoter Pvt. V/s Nityanand Sinha Defamation Suit along with Notice of Motion	Suit	Suit	296/2016 and Notice of Motion No. 1002/2016 in Suit	2015	In Notice of Motion, by order dated 8.10.2015 the Hon;ble High Court has directed Nityanand to restrain him-self from posting any defamatory statement against TATA/HL Promoters/its officials.	Pre Admission Stage	As per High Court website	-
02	In Bombay High Court	TVHL & HL promoter Pvt. V/s Nityanand Sinha	Contempt Petition	Contempt Petition	93/2015	2015	---	Pre Admission Stage	As per High Court Website	--

03	Complaint before Addl Chief MM 37th Court, Esplanade, Mumbai	Tata Homes Nityanand Sinha & Ors	Value vs.	Criminal Compliant	Criminal Complaint	CC3181/SS/2015	2015	---	for filing to reply discharge application	18-08-2017	defamatory statement, therefore we have taken out a contempt petition. In his reply to the contempt Nityanand has stated that he has not posted any defamatory statements after 8th October , 2015.
											Criminal Complaint by us in Add. MM Court Mumbai, Esplanade Court under cyber laws and defamation. Admittedly, defamatory statements/ postings continued even after 8th October, 2015, which was required to be inquired by the expert to verify



											who has posted the same. In the complaint we have prayed to direct Cyber Cell to inquire into the matter. It is also prayed to take appropriate actions against Nityanand under provisions of 499/ 500 of IPC. By its order dated 15th March, 2016 MM court has directed Cyber Cell to inquire into the matter and also issued summons to the accused. Cyber Cell has filed its part report on 3rd August, 2016 and further supplementary report on 3rd January, 2017.
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04	Before Civil Judge Senior Division, Gurgaon Haryana	HL Promoter and TVHL v/s Nityanand Sinha	Suit			no.104/2015	2015	Though hearing on this application was concluded immediately after filing but order passed on 8th October 2015 thereby directing Nityanand to restrain himself from posting any defamatory statement against TATA/HL Promoters/its officials.	For further cross-examination of Mr. Sanjeev Suri and submission of Minutes of which shows incompetency of Nityanand .	22/08/2017	----	As its incomplete to be filed by Cyber Café. In this defamation Suit we have claimed permanent injunction and damages of Rs. 10 lacs. We had taken out an application for urgent reliefs under order 39 RULE 1 & 2 R/W section 151 of CPC.
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05	Before Civil Judge Senior Division, Gurgaon Haryana	HL Promoter and TVHL v/s Nityanand Sinha (Contempt Application No. _____/2016) Suit no.104/2015	Contempt Application	Contempt Application in Suit	Contempt Application	2016	NA	for our rejoinder to reply submitted by Nityanand	08-8-2017	Inspite of orders dated 8th October 2015 passed by Bombay High Court and Gurgaon CJSD defamatory news continued in various newspapers and same were also sent to our International Finance Corporation (IFC), in view of this contempt has been filed in Gurgaon Court.
06	Before JMIC Bahadurgad	Nityanand Vs. Brotin Banarjee, Dr. Mohanty, Vachan Singh, Sanjeev Suri, Rakesh June & Amit June	Criminal Complaint	Criminal Complaint	46/2015	2015	NA	for further preliminary evidence.	21-10-2017	This is a Private Criminal Complaint by Nityanand in JMIC Bahadurgad u/s 156(3) crpc r/w 323, 342, 392, 441, 500, 504, 506, 120 of IPC. He is praying
								Till date, Court has not issued Evidence Before Summons		

07	Before Session Court Jhajhar ADJ Shailender Singh	Nityanand Sinha vs. Brotin Banerjee & Ors.	Revision Petition	Revision Petition	115/2016	2016	NA	Argument	ND:21.07.2017	We have not been served copy of the Revision Petition and Notice of	investigation u/s 156(3) of CrPC which has been thrice rejected by trial court inspite of direction from Sessions Court to look into the matter. Recently, by its order dated 7th October 2016 trial court rejected plea of 156(3) investigation. We have come to know that against this order Nityanand has approached Sessions Court by way of revision. This revision has order dated 7th October 2016 of JMJC. By order dated 7th Oct, 2016 JMM
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08	Labour Court Karkardoma, Delhi	Nityanand Sinha Vs. HL promoters	Compliant	Complaint	Industrial Dispute no.IC/2742/2016	2016	NA	For Hearing on issue of court jurisdiction	23.08.2017	Revision Petition	has for the third time rejected the application of Nityanand for investigation by police u/s 156(3) of Cr.P.C. Inspite of Directions of Sessions court to look into the matter. Nityanand has filed industrial dispute before Labour Court Delhi claiming himself to be labour. We have filed our Written Statement in the matter. We have objected to his claim of labour as his designation was General manager and his package was 48lacs. In this Nityanand has objected for
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09	Before DTCP, Haryana	Nityanand Sinha Vs. HL promoters	NA	NA	2016	NA	NA	NA	NA	NA	NA	NA	We have filed our replies and documents as required by DTCP	He has filed complaint before DTCP regarding sale area of the flats in Bahdurgad Project. Government has formed a committee under the Chairmanship of IAS Officer (Deputy Commissioner, Jhajjar)	advocates appearances u/s 36(3) of Industrial Dispute Act now which has been allowed on 2nd December 2016. Now Mr. Kumar as employee of Tata Housing is representing to which he has objected stating he is advocate.
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10	Supreme Court of India	Nityanand Versus Tata Homes Ltd	Civil Transfer Petition	Civil Transfer Petition	Civil Transfer Petition in SC 269/2016	2017	NA	NA	----	To be listed after disposal of Contempt.	Ramesh Chander Bidhan to look into all the complaints regarding allottees of flats in the area. He is looking into this complaint we have already filed our detailed reply along with all supporting documents in September 2016.
											This has been filed to Transfer of defemtion suit pending in bombay HIGH court to gurgaon. This matter came up for hearing on 5th January, 2017. Supereme Court declined to hear transfer

11	Supreme of India	Nityanand Versus Tata Value Homes Ltd	Criminal Transfer Case	Criminal Transfer Case	Criminal Transfer Petition SC 193/2016	2017	No	-	--	To be listed after disposal of Contempt.	petition due to pendency of Contempt Petition in Mumbai and directed Registry to list after disposal of Contempt Petition.
											This has been filed to Transfer of defemition suit pending in bombay HIGH court to gurgaon. This matter came up for hearing on 5th January, 2017. Supreme Court declined to hear transfer petition due to pendency of Contempt Petition in Mumbai and directed Registry to list after disposal of



12	In the Court of Senior Judge, Patiala House Court, New Delhi	Smt. Singla Vs. M/s Tata Value Homes Ltd.	Suit	Suit	Suit	Suit No. 59125/2016	2016	9/08/2017	for filing of replication with affidavit, admission and denial of documents and framing of issues.	Contempt Petition. Ms. Shveta Singh filed recovery suit against us for recovery of Rs.34,950/- each. Her allegations are that she had booked 3BHK flat in our Bahadurgarh project on coming across an advertisement. Under the advertisement the cost for 3BHK was mentioned as 69lacs. Relying on the said advertisement online booking was done and Rs.30,000/- was paid. After such booking our representative
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13	In the Court of Senior Judge, Patiala	Arun Kumar Singla Vs. M/s Tata Value Homes Ltd.	Suit	Suit	Suit No. 59126/2016	2016	9/08/2017	for filing of replication with affidavit, admission and	Mr. Arun Singla filed recovery suit against us for
									approached her and asked for 87lacs for the said 3BHK flat. As around 18lacs extra was demanded by us, she requested for refund of 30K, which we refused. Allegations of Plaintiff about charging extra consideration is not correct as when a customer login on the site he cannot pay unless and until he accepts the cost sheet page which clearly mentions about exact cost of the flat.

House Court, New Delhi	denial of documents and framing of issues.	<p>recovery of Rs.34,950/- each. His allegations are that he had booked 3BHK flat in our Bahadurgarh project on coming across an advertisement. Under the advertisement the cost for 3BHK was mentioned as 69lacs. Relying on the said advertisement online booking was done and Rs.30,000/- was paid. After such booking our representative approached him and asked for 87lacs for the said 3BHK flat. As around 18lacs extra was demanded</p>
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										by us, he requested for refund of 30K, which we refused. Allegations of Plaintiff about charging extra consideration is not correct as when a customer login on the site he cannot pay and until he accepts the cost sheet page which clearly mentions about exact cost of the flat.
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