

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

हरियाणा HARYANA

C 337847

DEVELOPMENT COLLABORATION AGREEMENT

This agreement of collaboration ("Agreement") is executed at Gurgaon on this 3rd day of April 2013 between:-

- 268
1. **Sh. Om Parkash Sehrawat** S/o Sh. Balbir Singh S/o Sh. Maha Ram Alias. Maya Ram R/o Village Sukhrali, Tehsil & District Gurgaon, Haryana.
 2. **Sh. Ved Parkash** S/o Sh. Balbir Singh S/o Sh. Maha Ram Alias. Maya Ram R/o Village Sukhrali, Tehsil & District Gurgaon, Haryana.
 3. **Sh. Brahm Parkash** S/o Sh. Balbir Singh S/o Sh. Maha Ram Alias. Maya Ram R/o H.no 94, Village Sukhrali, Tehsil & District Gurgaon, Haryana.
 4. **Sh. Jai Parkash** S/o Sh Parveen S/o Sh Maha Ram Alias. Maya Ram R/o H.no 94A, Village Sukhrali, Tehsil & District Gurgaon, Haryana.
 5. **Sh. Bharat** S/o Sh Parveen S/o Sh Maha Ram Alias. Maya Ram R/o H.no 94A, Village Sukhrali, Tehsil & District Gurgaon, Haryana.
 6. **Sh. Sat Parkash** S/o Sh Parveen S/o Sh Maha Ram Alias. Maya Ram R/o H.no 94A, Village Sukhrali, Tehsil & District Gurgaon, Haryana.

hereinafter referred collectively as "Owners" (which expression unless repugnant to the context of this agreement shall mean and include their heirs, legal representatives, successors - in interest, assigns etc.)

AND

7. **Everlike Buildcon Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at C-8/1-A Vasant Vihar, New Delhi 110057, hereinafter referred to

Om Parkash Sehrawat
Ved Parkash
Brahm Parkash

Jai Parkash
Bharat
Sat Parkash

For Everlike Buildcon Private Limited

Radeepa

Authorized Signatory

Ever Like Build Con Pvt Ltd
प्रलेख नः 268

628
No. 1000
दिनांक 03/04/2013
Purpose/Use

डीड का नाम AGREEMENT C 8/1A Varant तहसील/सब-तहसील गुडगावा	डीड संबंधी विवरण PSI गांव/शहर सुखराली	01 APR 2013 RAJ SINGH STAMP VENDOR Gurgaon (Haryana)
	भूमि का विवरण new D... की विवरण	
	धन संबंधी विवरण	
राशि 120,000,000.00 रुपये स्टाम्प की राशि 1,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,000.00 रुपये रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: N S Dhariwal, Adv.

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 03/04/2013 दिन बुधवार समय 3:02:00PM बजे श्री/श्रीमती/कुमारी Om Parkash Sehrawat पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Balbir Singh निवासी Vill. Sukhrali, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Om Parkash Sehrawat
श्री Om Parkash Sehrawat, Ved Parkash, Braham Parkash, Jai Parkash, Bharat, Sat Parkash

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Pradeep 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 Ashok Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Arun Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGn ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 03/04/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

as "Developer" (which expression unless repugnant to the context of this agreement shall mean and include their heirs, legal representatives, successors - in interest, assigns etc.) through its Director, Mr. Pradeep Jain duly authorized vide board resolution dated 2nd April 2013 attached herewith as **Annexure A** and Memorandum of Articles attached herewith **Annexure B**.

Hereinafter the Owners and the Developer have been collectively referred to as "Parties" and individually as "Party" as the context demands.

WHEREAS agricultural land admeasuring 4.85 acres (approx) located in Village Sukhrali, Sector 28, District Gurgaon, Haryana, comprising of **Khewat/Khata No. 115min, Khatoni No. 124, Rect no. 35, Killa no. 16(7-12), 17/1(4-8), 24/2(4-8), 25(7-12), Rect no. 39 Killa no. 5(7-12), 6(7-4), total field measuring 38 Kanal 16 Marla** situated within the revenue estate of Village Sukhrali Tehsil & District Gurgaon as per Jamabandi for the year 2005-2006 and mutation No. 1475 dated 17.03.2010 and Mutation no. 1586 dated 7.06.12. (hereinafter referred to as "Said Land") is owned by & in possession of the Owners. The Owners have represented that the details of land owned by each individual Owner as given in **Schedule-1** to this Agreement is exhaustive, complete and accurate in all material respects.

Copies of Fard Jamabandi, Aks Shazra Plan, Release Deeds (Reg No. 17786 dated 16.12.2009 & Reg No. 6.181 dated 6.6.2012) (2 Nos), and Mutation (2 Nos) are annexed herewith as **Annexure C, Annexure D, Annexure E & F and Annexure G & H**, respectively. The Owners have represented that each of them have continued to hold ownership and control and possession of the Said Land free of all any prior sale, development arrangement/s, encumbrances, liens and mortgages, and not subject to dispute or lispendens, all of any nature whatsoever, and that the Owners have individually and collectively the rightful legal owners of their portion of the Said land as detailed in Schedule-1 hereto and are fully competent individually and collectively to execute this Agreement with the Developer.

AND WHEREAS the Developers and Owners are desirous of developing a Group Housing Project (hereinafter referred to as the 'Project') over the Said Land. However, the Owners are not fully equipped to execute and complete the work of development and construction of the proposed Project. The Owners have requested the Developer who is engaged in the development of various type of buildings and is well versed and experienced in this line of business and is in good standing to take up the development and construction of the said Project on the Said Land.

AND WHEREAS the Developer has agreed to undertake the development and construction of the said Project on the basis of representations and warranties of the Owners. On consideration of the premises, covenants and mutual representations and warranties of the Owners and the Developer, Parties to this Agreement have agreed to enter into this arrangement, for the development of a Project on the Said Land subject to the terms and conditions herein contained.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. That the Owners (individually and jointly) and Developer have represented that they have full power and authority to enter into this Agreement to the extent they are a Party thereto and to perform their respective

Jai Parkash
Bharat
Geehnawat
Bacham Parkash
Sat Parkash

For Everlike Buildcon Private Limited

Pradeep
Authorized Signatory



पेशकर्ता



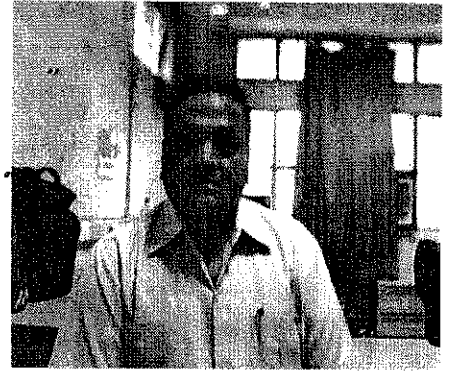
दावेदार



गवाह



पेशकर्ता



उप / सयुक्त पंजीयन अधिकारी

obligations under this Agreement in accordance with their respective terms. Further, the execution and delivery of this Agreement and the performance by them of their obligations under this Agreement have been duly and validly authorized by all necessary action on each of their parts.

2. That the subject matter of this Agreement between the Owners and the Developer is the Said Land admeasuring 38 Kanal 16 Marla situated in Village Sukhrali, Tehsil & District Gurgaon, Haryana or thereabout for utilizing the same for construction of a Project. In consideration of development and construction of the Project over the Said Land at Developer's cost, total saleable area (including EWS or other mandated areas) out of sanctioned F.S.I. on the Said Land by DTCP (HUDA) shall be shared in the ratio of 50:50 (Owner : Developer) as also the proportionate common areas, parking areas, basement area whether residential or commercial or otherwise allowed by DTCP bye laws in the Said Land. In case additional FAR/FSI is available, the same shall vest between Owners and Developer in the ratio of 50:50 respectively also, subject to costs, expenses, charges, if any in connection with the extra FAR/FSI shall be borne by the Developer. Also in Owners' share of 50 percent all individual land owners shall get their share on prorata basis of their land ownership. The EWS shall be dealt with in a manner as mandated by DTCP/HUDA or any other competent authority and the proceeds from sale of such areas shall also be shared in same ratio of 50:50, however costs related to construction of the same is to be borne by the Developer.
3. That the Owners have represented that no other person has any joint or undivided share in the Said Land and that the same is free from all loans, mortgages, encumbrances or charge of any kind whatsoever and that the Said Land is not subject matter of any litigation. The Owners have further represented that they, collectively or individually, have not entered into any prior agreement of sale in respect of the Said Land. The Owners undertake to make and keep the title of the Said Land clear and marketable and free from all kinds of encumbrances, charges, lispensens prior agreements and claims during the continuance of this Agreement. The Owners shall share with the Developer all information/notices/orders etc in relation to the said Land or Project within 48 hours of receiving the same.
4. That the Owners have represented that the State Govt. of Haryana has till date not initiated any acquisition proceedings for the Said Land, and the Owners agree that incase the Said Land or any part thereof is ever notified for acquisition by the State Govt. then the Developer shall be fully competent for taking such legal action as may be deemed fit by him, for getting it released from acquisition.
5. That the Developer has agreed to pay Rs 55,00,00,000/ (Rupees Fifty Five Crores Only) as non-refundable amount to the Owners pro-rata to their individual ownership for due performance of its obligations contained herein and for the right to enter in the Agreement. The payment will be made in the following manner:-
 - a) A sum of Rs. 12,00,00,000/- (Rupees Twelve Crores Only) has been paid by the Developer to Owners by means of:

Jai Parkash
Bharat
P. Sehrawat
V. Sehrawat
Brahm Parkash
Sat Parkash

For Everlike Builders Private Limited
R. K. K. K.
Authorized Signatory

Reg. No.

Reg. Year

Book No.

268

2013-2014

1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 268 आज दिनांक 03/04/2013 को बही नः 1 जिल्द नः 13,034 के पृष्ठ नः 66 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,818 के पृष्ठ सख्या 99 से 100 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 03/04/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

- i) DD no. 717116 dated 02.04.2013 drawn on Oriental Bank of Commerce, Sushant Lok 1, Gurgaon favoring Om Parkash Sehrawat for a sum of Rs 2,00,00,000 (Rupees two crores only).
- ii) DD no. 717112 dated 02.04.2013 drawn on Oriental Bank of Commerce, Sushant Lok 1, Gurgaon favoring Ved Parkash for a sum of Rs 2,00,00,000 (Rupees two crores only)
- iii) DD no. 717111 dated 02.04.2013 drawn on Oriental Bank of Commerce, Sushant Lok 1, Gurgaon favoring Braham Parkash for a sum of Rs 2,00,00,000 (Rupees two crores only)
- iv) DD no. 717115 dated 02.04.2013 drawn on Oriental Bank of Commerce, Sushant Lok 1, Gurgaon favoring Jai Parkash for a sum of Rs 2,00,00,000 (Rupees two crores only)
- v) DD no. 717113 dated 02.04.2013 drawn on Oriental Bank of Commerce, Sushant Lok 1, Gurgaon favoring Bharat for a sum of Rs 2,00,00,000 (Rupees two crores only)
- vi) DD no. 717114 dated 02.04.2013 drawn on Oriental Bank of Commerce, Sushant Lok 1, Gurgaon favoring Sat Parkash for a sum of Rs 2,00,00,000 (Rupees two crores only)

the receipt of which is hereby acknowledged and admitted by Owners.

(b) The Balance sum of Rs 43,00,00,000/ (Rupees Forty Three Crores only) shall be paid to the Owners in the manner hereunder:

- i) Rs.15,00,00,000/ (Rupees Fifteen Crores only), within 15 days of receipt of LOI (Letter of Intent) for License of Project from competent authority such as DTCP, MCG or any other competent authority etc. Or within 4 months of signing of this Agreement whichever is earlier.
- ii) Rs.15,00,00,000/ (Rupees Fifteen Crores only), within 15 days of receipt of License from competent authority such at DTCP, MCG etc. Or within 2 months of paying previous installment of 15 Cr whichever is earlier.
- iii) Balance Rs.13,00,00,000/ (Rupees Thirteen Crores only), within 2 months of obtaining License Or within 2 months of paying previous installment of 15 Cr, whichever is earlier.
- iv) Any delay in payment of the abovementioned amounts shall accrue interest of 10% p.a. payable to the Owners by the Developer for a period of 60 days from due date, after which the Owners may choose to cancel the Agreement. In that eventuality, Rs 6,00,00,000 (six crores only) shall be forfeited by Owners, and balance amounts paid by Developer shall be refunded to the Developer by the Owners within 60 days of such cancellation without interest.
- v) The abovementioned amount of 55,00,00,000 (fifty five crores only) shall be treated as a non-refundable amount even till after completion of the Project.

6. That the segregation of the parts of the saleable area forming the respective shares of the Developer and the Owners and inter-se between the six individual Owners, shall be decided in a fair manner by the Developer and informed to the Owners for every building, each category, each size, and each floor of the building/unit of the

Jai Parkash
Bharat
Om Sehrawat
Ved Parkash
Braham Parkash
Sat Parkash

For Everlike Builders Private Limited

Radeepa

Authorized Signatory

Reg. No.

Reg. Year

Book No.

268

2013-2014

1

पेशकर्ता

Om Parkash Sehrawat



Om Sehrawat

पेशकर्ता

Ved Parkash



Ved Parkash

पेशकर्ता

Braham Parkash



Braham Parkash

पेशकर्ता

Jai Parkash



Jai Parkash

पेशकर्ता

Bharat



Bharat

पेशकर्ता

Sat Parkash



Sat Parkash

दावेदार

Thru- Pradeep Jain



Pradeep Jain

गवाह

Ashok Kumar Sharma



Ashok Sharma

गवाह

Arun Kumar Sharma



Arun Sharma

said Project based on the architectural designs. The Developer shall divide the 50:50 share in two parts and give option to Owners for choosing one of either of the two parts as their 50% share of actual measurement at completion. Further the Owners may decide to divide their share between themselves and inform the Developer accordingly. The Developer shall be responsible for any deviation from the sanctioned building plans and shall keep the Owners harmless and indemnified against any loss, penalty that Owners may have to suffer for such deviation. Developer shall make the division of the share of saleable area and inform the Owners within 30 days of receipt of Building Plan Approvals. Also, at the time of offering possession of the apartment units, Developer shall offer possession in equal ratio to Owners and/or its buyers as well as to itself and/or its own buyers.

7. That the Owners in accordance with the terms and conditions herein recorded has granted permission to the Said Land for limited purposes of survey, soil test, water test, putting up signboards, establishing borewells etc. On receipt of the LOI the Said Land would be deemed as possessed irrevocably by, and at the complete disposal of the Developer. The Developer has been hereby vested with all authority of the Owners as may be necessary for obtaining the requisite licenses, permissions, sanctions and approvals and for development, construction and completion of proposed Project on the Said Land. The Owner have fenced the property (at Developer's cost of fencing) prior to delivering permission of the same.
8. That the Developer shall, at its own cost, design, develop and construct the Project over the Said Land including the area to be retained by Owners in accordance with the License, approvals and sanctions granted by the competent authority. That it is clearly agreed and understood that payments to be made for the Project towards External Development Charges and Internal Development Charges (EDC & IDC), furnishing of bank guarantees and related costs etc shall be payable by the Developer only initially. All EDC & IDC amounts recovered from the customers or flat buyers shall be reimbursed to the Developer immediately upon receipt. The Owners would be liable to reimburse the EDC & IDC paid by the Developer to the DTCP or other competent authority etc, in accordance with the payment plan for the apartment units which would be allotted to the Owners as their 50% share. In case, any additional demand is raised by the department/ authority after offer of possession of the Owner's allocation by the Developer to the Owner, owing to increase in EDC or any tax or levy pertaining to the Project, in that event all Parties shall be liable to satisfy the demand in proportion to their respective shares. Both Parties shall be at liberty to recover such additional amount from the transferees / purchasers of their respective allocations. The Developer hereby agrees to exempt the Owners from reimbursing the EDC/IDC amounts otherwise recoverable from a maximum of 18 apartment units falling in the 50% share of the Owners (i.e. 3 units per individual Owner). In case any of the Owners fail to reimburse the Developer with any EDC/IDC amounts that are recoverable in the manner laid out above, the Developer shall have the right to recover the same in suitable manner from the share of area of the Owners.
9. That the Developer is authorized to receive refund of the license fees and all other charges and fees paid for the Project in their favour, if the said amount is to be required to be received back by the Developer. In case any amount/ fees deposited with the government/ any other authority is refunded to the Owners, the same will be returned to the Developer within thirty (30) days of receipt of the same.

Jai Parkash
Bharat
P. Sehrawat
V. Sehrawat
Booham Parkash
Sat Parkash

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For M/s. The Builders Private Limited

Pradeep

Authorized Signatory

10. That the Developer shall complete the basic super-structure of the Project within a period of 2 (two) years from the date of start of construction, which will commence after sanction of building plans and all other requisite approvals required for commencing construction (such as Environmental Clearance, Airport Authority Approval, Mining NOC etc). The finishing of the project shall be completed within 2 (two) years of completion of the basic super-structure of the Project. The Owners shall cooperate with Developer to provide all necessary support and documentation required to obtain such approvals in the interest of the Project. That in case the completion of the Project and raising of construction is delayed due to reasons mentioned in Clause 21 of this Agreement, the Developer shall be entitled to such extension of time. The Developer shall be liable to pay any compensation/penalty to flat buyers as per Flat Buyers Agreement for all the residential units, of the Project, including Owners share. At any stage if the Developer stops the work without any justifiable reason, the delayed period shall be counted towards the completion timelines given as above.

The Developer further agrees to complete the development of the Project within 5 years of signing of this Agreement. The Owners agree to give the Developer an additional 6 months' time (grace period), after expiration of the 5 year period to complete the Project and offer possession to Owners and/or their clients. In case the Developer fails to offer possession even after the expiry of the grace period, he shall pay:

Rs 5/sqft to Owners (for Owners Share) as penalty upto 6 months, after which

Rs 10/sqft to Owners (for Owners Share) from 6th Year till 8th Year of delay, after which

Rs 15/sqft to Owners (for Owners Share) from 8th Year till completion of 10 years from date of Agreement.

In case the Developer is unable to complete the Project within 10 years of signing of this Agreement, the Agreement shall stand cancelled and the Developer shall handover the Project to the Owners and not claim any expenses or claims or litigation from the Owners.

11. That the Developer shall be entitled to advertise/ publicize the proposed Project through newspapers or any other forms of print and electronic media. Upon execution of this Agreement the Developer is entitled to fix necessary sign boards if necessary.
12. That the Developer shall have the sole rights for branding and naming of the Project, however all Parties shall have the right for selling their respective share of the apartments once they are allotted. All Parties promise not to compete with one another and avoid differential pricing and undercutting which would harm the Project. The Developer shall allow the Owners and Brokers to see the sample flats for selling their respective share. The Developer shall not stop the Owner or purchaser to enter the premises for sale purpose.
13. The Developer shall finalise the architect and the overall design of the Project. The design, development, specifications and construction of the Project including quality of material used such as iron, cement, steel etc for construction will be in conformity with the existing laws and rules and of very high standard and will be identical for both Owner's and Developer's share. The Developer shall match the specifications and quality of the said Project as comparable to the IVY/The Laburnum, if not better complete with modular kitchen and wooden work of closet. All standard fittings / fixtures, AC System and A-class lifts shall be provided.

P. S. Mahawat *Jaiparkash*
P. S. Mahawat
Borham Parkash *Sat Parkash*
Bharat

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For Everlike Builders Private Limited
Pradeep
Authorized Signatory

14. That the common areas of the said Project shall be maintained by a professional maintenance agency to be appointed by the Developer with consent of the Owners. The necessary maintenance charges shall be paid proportionately by the Owner and the Developer in their area sharing ratio irrespective of the occupancy. The liability to pay maintenance charges shall accrue from the date of deemed possession i.e. the date when the Developer gives notice of delivery of possession of the proportionate area or the part thereof. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance of similar buildings in the area.
15. That the Owners and Developer shall be responsible and liable in respect of Income Tax and other statutory payments as far as their respective share of built or un-built area of the Project or sale proceeds thereof is concerned.
16. That the Developer shall bear all costs of stamping, engrossing and registration of this Agreement and the Power of Attorney.
17. That it is agreed between the Parties and thus forms the integral condition of this Agreement that after execution of this Agreement and handing over of possession of the Said Land by the Owners to the Developer, the Owner or the Developer or their administrator or assignee shall not be entitled to cancel or back-out from this Agreement under any circumstances. In such eventuality the Developer or the Owners besides their other rights will be entitled to get this Agreement fulfilled through a suit for specific performance at the cost and risk of other Party, subject to the terms of this Agreement.
18. The Developer and Owners agree that they shall not transfer their rights or obligations arising under this Agreement to any third party without the permission of either Party.
19. The Developer shall prior to execution of Agreement would have carried out complete due diligence in relation to the Said Land.
20. The Developer shall apply to the State Government or local body or any other appropriate authority for License under "Left Over Land Pocket" Policy Memo No:PF-31/7/10/2012-2TCP ; Dated June 14 , 2012. In case the application is required to be filed under a different scheme or government policy, the same shall be amended and resubmitted in mutual interest of the Project. The time period specified in clause 10 hereinabove shall be applicable from the date of the fresh application being submitted to the appropriate authority for obtaining LOI/License for the Project and all expenses for the same shall be borne by the Developer.
21. This Agreement shall always be deemed to be subject to the usual force majeure clause. If the performance of this Agreement by the Developer is prevented, in whole or in part, by cause beyond it's reasonable control, the causes being (i) acts of God (ii) natural calamities (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in government policies/ delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling it's obligations during the subsistence of the force majeure conditions which obligations of the Developer shall remain suspended without cost to the Developer during the aforesaid period. In such an

Prashant
Prashant
Prashant
Rohit

Jai Prakash
Sat Prakash

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For Everlike Builders Private Limited

Prashant
Authorized Signatory

event, the Developer shall communicate to the Owners the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Owners.

- 22 The Developer shall be responsible for any accident that may occur during the course of development and construction of building and he alone 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 involved in construction shall be borne by the Developers only and Owners shall not be responsible of any financial or other liability in this regard.

The Developer shall comply with all laws and DTCP rules etc and be liable to fulfill all obligations like applying for Occupation Certificate, Completion Certificate, assisting in formation of RWA, filing Deed of Declaration etc and do all acts as directed by DTCP and Haryana Apartment Act, keep the license alive till delivery of the Project. The Owners agree not to do any communication with the Government or Authority with relation to the Project without consent of the Developer.

- 23 If there be any claim, demand, tax litigation of any nature whatsoever against the Owners or Developers, then it is a condition of this Agreement that the work of development and / or completion of the said building and/ or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of Owners or Developers respective share of the built up area of the Project and/ or sale proceeds thereof as the case may be.
- 24 The Owner shall forthwith, without any demur or delay, supply and provide all documentary evidence as may be required to be submitted to the HUDA/DTCP and / or any other authorities concerned with the matter and shall, within one week of request being received from the Developer, sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
- 25 The Owners hereby execute an irrevocable Special Power of Attorney in favour of the Developer for the purpose of preparing and execution of approval documents, applying for licenses and appearing before DTCP and other authorities and also to carry out all acts for the successful completion of the Project including construction, sale thereof and all associated activities to discharge all its obligations and exercise all rights under this Agreement. The Owners have also agreed to execute the irrevocable Special Power of Attorney in favour of the nominee(s) of the Developer to execute any required documents in favour of the prospective buyers in the Project which shall be kept alive and will be irrevocable until all the transfer documents have been executed and registered. All persons comprising the Owner group shall be jointly and severally responsible to secure

Bharat
Asehrawat
Bochan Parkash
Jaiparkash
Sat Parkash
8
For Evodike Building Private Limited
Authorized Signatory

execution and registration of Power of Attorney in favour of the Developer, and the obligation of the Owners contained herein shall be a liability of the legal heirs and successors in interest of the Owners. In the event of demise or otherwise incapacity of any or all the persons comprising the Owners, the Power of Attorney shall be executed afresh by the legal heir and successor of the Owner/s, as the case may be, and that fresh Power of Attorney shall be in the same form and manner and provide the same set of powers as granted by the original person comprising the Owners.

- 26 All rates, cesses, taxes and other payments due to the Revenue Authorities, Municipal Committee / Board or any other Government / Local Authority in respect of the Said Land upto the date of grant of license by the Government for development/ construction on the Said Land, shall be exclusive liability of the Owners and thereafter the liability in this behalf shall be borne by the Developer. The Owners agree that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said license provided the charges pertain to the period before the date of issue of license.
- 27 The Owners shall not interfere, with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and / or booking and sale of built or un-built areas of the Developer share. However, the Owners are entitled to inspect the site and in case any discrepancy is noticed in construction quality he will inform the Developer for rectification. The Developer shall be transparent with respect to construction costs of the Project.
- 28 Developer shall have no right to mortgage, hypothecate or create any lien against the Said Land.

Termination

At any stage after the signing of this Agreement, if the Owners fail to keep the title, ownership and possession of the Said Land, fully under their control and free from litigation, acquisition or any encumbrance, or the Developer is unable to obtain LOI or License from the appropriate authorities due to any default or delay on the part of the Owners, the Developer shall have the right to terminate this Agreement after giving a written notice informing the Owners of such a fault and giving a one year period for rectification of such fault to the satisfaction of the Developer. If such fault is not rectified by the Owners to the satisfaction of the Developer in this period, in such case all amounts paid by Developer to Owners shall be refunded to the Developer in full within 7 days, (without interest) of expiry of the abovementioned one year period.

As specified hereinabove the Developer shall apply to the State Government /DTCP or local body or any other appropriate authority for License under the "Left Over Land Pocket" Policy of the Government. In the event that the Developer is unable to obtain LOI or License without any justifiable reason or gross negligence within a period of five months from the date of this Agreement or such extended time as reasonably required, the Owners shall be entitled to terminate this Agreement and forfeit an amount of Rs 6,00,00,000/- (Rupees Six Crore Only) as damages from the Developer and refund the balance money to the Developer (without interest) simultaneously with the termination.

Bhardwaj
P. S. Bhardwaj
Bohara Parkash
Jai Parkash
Sat Parkash

9
For Executive Director Private Limited
R. D. Sharma
Authorised Signatory

Dispatch of Notice/Correspondence

That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is sent by Registered Post/ Courier at the addresses given below:

In the case of notice given to:

(A) OWNERS:

VPO, Village Sukhrali, Tehsil & District Gurgaon, Haryana
Attention : Mr. Om Parkash Sehrawat

(B) DEVELOPER:
C-8/1-A, Vasant Vihar
New Delhi – 110057
Attention : Mr. Pradeep Jain

Waiver

The failure of any Party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Assignment

Except as provided in this Agreement, the Parties shall not assign any of their rights, liabilities or obligations under this Agreement, without the prior written consent of the other Parties.

Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted by Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

Successors and Assigns

The provisions of this Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party or death of individuals) and legal representatives.

Modification

No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the Parties.

Enforceability

The Parties herein shall be entitled to get this Agreement enforced through process of law. This Agreement constitutes a legal, valid and binding obligation of the Owners and Developer enforceable against each of them

Bharat
Sehrawat
Kishore
Om Parkash
Jai Parkash
Sat Parkash
Pradeep
For Everite Buildcon Private Limited
Authorised Signatory

in accordance with its terms. In case any Party to this Agreement is compelled to institute litigation against the other Party to secure enforcement of the contract, in that event all costs and expenses shall be borne by the erring Party provided the claim of the aggrieved Party is upheld by court of law.

Severability

If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in the Agreement.

Jurisdiction

That the Courts at Gurgaon shall only have the exclusive jurisdiction to entertain and decide any dispute between the Parties in respect of the present Agreement.

IN WITNESS WHEREOF, the Parties above-named have set their hands to this Agreement on the day, month and year first above-written in the presence of the following witnesses:

**OWNERS
DEVELOPER**

DRAFTED BY

1. Om Parkash Sehrawat

NIHAJ SINGH BHANUWAL
Advocate, Gurgaon

For Everlike Builders Private Limited

(Om Parkash Sehrawat)

Radeepa

Authorised Signatory

2. Ved Parkash

(Authorized Signatory)

(Ved Parkash)

3. Braham Parkash

WITNESSES

(Braham Parkash)

1.

Ashok Kumar Sharma
Advocate
GURGAON

4. Jai Parkash

(Jai Parkash)

2. Tripathi
Sh. H.P. Singh
B-11, Ashoka Cr. Road
Ph. I - Gurgaon

5. Bharat

(Bharat)

6. Sat Parkash

(Sat Parkash)

ARUN KUMAR SHARMA
ADVOCATE GURGAON

SCHEDULE - 1

DETAILS OF LAND OWNERSHIP

S.NO.	VILLAGE	RECTANGLE NO.	KILLA NO.	TOTAL AREA	
				KANAL	MARLA
1	<p>Details of Land Owned by :- Om Parkash Sehrawat, Ved Parkash, Braham Parkash sons of Sh. Balbir Singh s/o Maha Ram Alias Maya Ram – ½ Share</p> <p>Jai Parkash, Bharat, Sat Parkash sons of Sh. Paryeen s/o Maha Ram Alias Maya Ram – ½ Share</p> <p>all r/o Village Sukhrali, Tehsil & Distt. Gurgaon.</p>				
	SUKHRALI	35	16	7	12
		35	17/1	4	08
		35	24/2	4	08
		35	25	7	12
		39	5	7	12
		39	6	7	04
	TOTAL			38	16

For America Builders Private Limited

Radeepa

Authorised Signatory

*Sehrawat
Ved Parkash
Braham Parkash
Jai Parkash
Bharat
Sat Parkash*