



हरियाणा HARYANA

L 616677

COLLABERATION AGREEMENT

This Collaboration Agreement made and executed on this 12th day of August, 2013

BETWEEN

Mr. Arvinder Singh S/o Late Shri Raghubeer Singh, R/o-905, Mahagun Maestro, Setor-50, NOIDA hereinafter referred to and called as "FIRST PARTY/ OWNER" (which terms and expression shall include and mean his successors, nominees, assigns and all those claiming through him) OF THE FIRST PART.

AND

M/s Agrante Realty Limited, a Company registered under the Companies Act, 1956 having its Registered Office at 522-524, DLF Tower-A, Jasola, New Delhi through its Authorised Signatory Ram Kumar Verma S/o Late Shri Kanhai Lal Verma, R/o-74, Begumpur, New Delhi, Who has been authorized vide Board of Directors Resolution dated 12th August, 2013 hereinafter called the "SECOND PARTY/ DEVELOPER" (Which terms and expression shall include and mean its successors, nominees, assign and all those claiming through them) OF THE SECOND PART:

Arvinder Singh

Arvinder Singh

For AGRANTE REALTY LIMITED

Ram Kumar Verma
Authorised Signatory



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23 MAR 2018

आज से सिद्ध है

S. No. 11957
Amount 144
Purpose/for 111
12/8/13
Notary Seal - दिनांक 12/08/2013
Gurgaon (Haryana)

प्रलेख न: 11353

डॉड संबंधी विवरण	
डॉड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगाँवा	गांव/शहर धर्मपुर
भवन का विवरण	
भूमि का विवरण	
घन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: मंगेश कुमार चौहान, कर्मीत

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 12/08/2013 दिन सोमवार समय 4:23:00PM बजे श्री/श्रीमती/कुमारी अशोक सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रवींद्र सिंह निवासी 905, प्लान नं-50 नोयडा द्वारा फौजदारी हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/समुक्त पंजीयन अधिकारी
गुडगाँवा

उपरोक्त पक्षों पर श्री/श्रीमती/कुमारी अशोक कुमार कर्मीत दखल है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दखल ने मेरे समक्ष पक्षों को अदा की तथा प्रलेख में वर्णित अधिन अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी मंगेश कुमार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी कर्मीत गुडगाँवा व श्री/श्रीमती/कुमारी अशोक कुमार कर्मीत पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी कर्मीत गुडगाँवा ने की।

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

दिनांक 12/08/2013



उप/समुक्त पंजीयन अधिकारी
गुडगाँवा

WHEREAS the First Party has represented and held out to the Second Party that the First party is the absolute owner in possession of all that land admeasuring Hadbast No.-59, Year 2008-2009 , Rectangle No.-13 Kila No.-9/1(6-18), 12/2(4-0), 19/1(4-0), 22/2(2-5), 23/1(6-12), Rectangle No.3 Kila No. 18(3-13), 19/1(2-4), 22/3(3-17), 23(8-0), 24(8-8) total land measuring 49 Kanal 17 Marla situated at Village Dharampur, Sector-108, Tehsil & Distt. Gurgaon, Haryana.

(Hereinafter referred to as "THE SAID LAND").

AND WHEREAS the First Party/ Owner has represented that the First Party understands that in the new Master Plan the said land has been zoned as Residential and the same has been shown as such in the proposed Master Plane Gazette Notification published by the Government of Haryana.

AND WHEREAS the First Party has represented to the Second Party that the said entire land is freehold and is zoned as residential in nature and the Owner/ First Party have clear and marketable title to the same. The said land is free from all or any encumbrance (s), liens and/ or charges and is not subject matter of any litigation or prior agreement and that there is no impediment on the part of any of the owners which can prevent the owner from entering into this Development Agreement for the development of the said Project.

AND WHEREAS the First Party/ Owner had represented that the said land can be developed as Township/ Colony consisting of residential (Plotted), residential (Group Housing)/ commercial and/ or for any other development as may be permitted under the provision (s) of the proposed Master Plan (HEREINAFTER REFFERED TO AS SAID PROJECT) after obtaining appropriate license/ change of land use from the concerned authorities under the Government of Haryana.

AND WHEREAS the Second Party has represented and held that they are in the field of developing and marketing and are well experienced and have ample resources and technical expertise to develop the Project in view and have offered their services to the First Party, for the Development of their land as well provided the First Party agrees to entrust their land to the Second Party and pool/ merge their land in the common pool along with other owners for the development of the Project in view.

AND WHEREAS the First Party/ Owner are desirous of developing their land into the said Project.

AND WHEREAS believing the assurances held out by the Second Party the First Party has agreed to tie up with the Second Party for the development of their land along with the other co owners with which the Second Party has made arrangements and the First Party hereby agrees to entrust the said land to the Second Party/ Developer and have agreed to give a free hand to the Developer to make such applications as may be desired for the development of the Project in view to which the First Party will be a willing party and shall render all cooperation and assistance in the project in which the land of the First Party is included.



For AGRANTE REALTY LIMITED

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23 MAR 2018

Reg. No.
11,353

Reg. Year
2013-2014

Book No.
1



पेशकर्ता





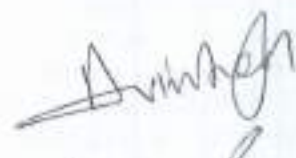






दावेदार



गवाह



उप / समुक्त पंजीयन अधिकारी

पेशकर्ता	अरविन्द सिंह 		
दावेदार	बनारिये- राम कुमार वर्मा 		
गवाह	सहेरा कुमार 		
गवाह	अशोक कुमार शर्मा 		

FOR AGENT REALTY LIMITED

Revenue Department Haryana

HARIS-EX

NIC-HSU

Authorised Signatory

AND WHEREAS the parties have broadly agreed to the following terms and conditions on which the Proposed Township/ Colony would be developed by the Second Party/ Developer.

NOW THEREFORE THIS COLLABERATION AGREEMENT WITNESSETH AS UNDER:

- 1 That the First Party/ Owner hereby agrees and undertakes to join hands with the other co owners of the land as may be desired by the Developer and sign and execute all the required applications, undertaking, execution of authority/ power of attorney and/ or any other document as may be required to be signed for procuring and/ or follow up of the required Licenses), Permissions and sanctions for the intended Project from the Competent Authorities.
- 2 That the Second Party/ Developer shall develop, construct and complete the total development and construction of the said Land of the First Party (Which will be a part of the pool of the total land of the intended Project) at its own cost and expense after procuring requisite licenses, permissions, approvals, changing land use (CLU), sanctions, wherever required from the concerned authorities.
- 3 That all licenses, approvals, sanctions etc. whenever required for development on the said land shall be procured by the Developer at its own cost and expenses. All expenses towards scrutiny fee, internal development charges, and any other charge etc. payable to the concerned authorities shall be paid by the Developer alone, PROVIDED ALWAYS that all the external development charges as may be levied on the Project by the authorities shall be paid by the Developer alone. PROVIDED ALWAYS that all the external development charges as may be levied on the Project by the authorities shall be borne and paid by the parties in proportion to the share allotted/ held/ owned by them in the Project.
- 4 That the Developer shall apply for the requisite and necessary License/ permission/ approval to develop the said land within six month of the date of execution of the Collaberation Agreement and shall complete the entire Project within stipulated time by HUDA.
- 5 That it is agree to between the parties that in lieu of Developer's agreeing to develop the entire Project i.e. a residential colony/ other infrastructure group housing etc. as per sanctioned building plans and after obtaining all the requisite permission and sanctions at its own cost and expense, the parties have agreed to share the entire built up residential area, residential plots/ commercial FSI (Floor Space Index)/ FAR group housing including the common areas, services, roads, open areas and others services in the manner appearing here under.
- 6 That it further agreed to between the parties:
 - a. That upon execution of this Collaberation Agreement the Owner has handed over possession of the said land to the Developer for the purposes of development of the intended Project. The

For AGRANTE REALTY LIMITED

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Reg. No.	Reg. Year	Book No.
11,353	2013-2014	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11,353 आज दिनांक 12/08/2013 को बही न: 1 जिल्द न: 13,048 के पृष्ठ न: 39 पर रजिस्ट्रित किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,069 के पृष्ठ सख्या 51 से 52 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये है ।

दिनांक 12/08/2013


उप/संयुक्त रजिस्ट्रार अधिकारी
गुडगाँवा

first party/ owner undertake that it shall not revoke the rights so granted till the completion of the project in all respects.

- b. That the Developer shall prepare all the drawings, plans, and shall appoint competent Architect(s), Contractors, maintenance Agencies and other technical staff in order to execute the project.
- c. That the Developer alone will be responsible for all the staff/ labour etc. employed by it for the Project and would keep the Owner completely harmless and indemnified against all or any injuries/ damages/ losses/ claims etc.
- d. That the Owner shall execute the required Power of Attorney in favour of the nominee of the Developer enabling them to secure the necessary permits/ permissions and to do other acts, deeds, things, as may be necessary for the completion of the Project.
- e. That the pursuance of the foregoing the First Party hereby authorizes and empowers the Second Party to develop the Said Property into the said intended Project at the cost of the Second Party as set out here below and the First Party shall not revoke the rights so granted till the completion of the Project development and sale as contemplated.

- 7 **RELATIVE INTEREST OF THE PARTIES:** The First Party permits the Second Party to enter upon the Said Property and construct the said Project thereon. The Second Party shall develop the said Project on the said land at its own cost and expense as per sanctioned lay out plans and building plans and allot and deliver plots/ space as per annexure 'A' attached herewith which annexure shall form a part and parcel of this agreement.

The remaining area of the developed residential plots out of the pooled land of the First Party shall be retained and possessed by the Developer/ Second Party. All the open areas, common areas, common facilities shall be retained by the Developer and owner will have right to enjoy the same rights in all common areas.

- 8 **MAINTENANCE OF THE PROJECT:** That over all maintenance of the entire Project shall be entrusted to the Second Party who will be fully responsible and entitled to maintain the said Project and charge maintenance charges in its discretion. Since the maintenance of the said Project will be responsibility of the Second Party the ownership of the entire common areas for the entire building/ Project utilized for common facilities/ corridors/ including all the other utility area, which is not saleable area shall all stand transferred to the Second Party of their nominees of which Second Party alone shall be the exclusive owner.

- 9 **OBLIGATIONS OF THE FIRST PARTY:** The first party shall perform the following obligations:

- a. Not to cause any let or hindrance for development of the Said Land and the Second Party has been permitted to enter into and develop the Said land as per the scheme.



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- b. To carry out such acts, Deeds and things as may be reasonably required by the Second Party, at the Cost of the Second party in order to successfully develop the Said land into the said PROJECT and the First Party shall rectify if any in their title to the Said land. To execute a Power of Attorney in favour of the Second Party, empowering it to apply for and obtain Licenses and Plans, to represent the First Party before the Development Authority, State and Central Government, Municipal Authorities, Urban Arts Commission, Fire Force Departments, Water Supply and Sewerage Board and Telecommunication Authorities and other Statutory Authorities, which power shall not be revoked during the term of this agreement.
- c. To extend all co-operation and assist to obtain Licenses/ Sanction of plan from the concerned authorities for the development and construction of the said Project and for the purpose to sign and execute all the papers/ documents/ applications etc. at the cost of the Second Party.

10 OBLIGATIONS OF THE SECOND PARTY: The Second Party shall at its own cost and expenses, perform the following, namely;

- a. to prepare and finalize the plans and applications required for the construction of the said Project on the Said Land.
- b. To take all necessary steps to obtain sanction to the building plans from the Authorities or from all such other statutory authorities:
- c. To develop at its own cost and expenses, the said Project on the Said and after obtaining necessary approvals, sanctions, License etc. in accordance with the existing bye-laws.
- d. To obtain necessary permission/ sanction from the Competent Authority for change of land use, from Agriculture to Residential.
- e. Deliver on set of sanctioned plan of the scheme to the First Party within (15) Fifteen days after the same is obtained.

APPOINTMENT OF ARCHITECTS, CONTRACTORS, ENGINEERS: The Second Party will be entitled to engage Architects, Engineers, Contractors and others as it deem fit to execute the construction work; however, in case of any disputes between the Second Party and its contractors, architects, engineers and other workmen, suppliers of materials, the same shall be at the cost of the Second Party and the First Party shall in no way suffer any losses on the account.

11 **BUILDING PLAN:** The Second Party at its cost shall draw the building plans/ drawings/ designs etc. As per the building bye-laws, rules and regulations for construction of the said Project and submit the same to the Municipal Authorities or any competent authority for sanction/approval.

12 It shall be the exclusive responsibility of the Second Party to obtain no objection certificate and all necessary clearances from the statutory authorities at its cost and to meet the cost of preparation of the Plans



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- b. To carry out such acts, Deeds and things as may be reasonably required by the Second Party, at the Cost of the Second party in order to successfully develop the Said land into the said PROJECT and the First Party shall rectify if any in their title to the Said land. To execute a Power of Attorney in favour of the Second Party, empowering it to apply for and obtain Licenses and Plans, to represent the First Party before the Development Authority, State and Central Government, Municipal Authorities, Urban Arts Commission, Fire Force Departments, Water Supply and Sewerage Board and Telecommunication Authorities and other Statutory Authorities, which power shall not be revoked during the term of this agreement.
- c. To extend all co-operation and assist to obtain Licenses/ Sanction of plan from the concerned authorities for the development and construction of the said Project and for the purpose to sign and execute all the papers/ documents/ applications etc. at the cost of the Second Party.

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- a. to prepare and finalize the plans and applications required for the construction of the said Project on the Said Land.
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- c. To develop at its own cost and expenses, the said Project on the Said and after obtaining necessary approvals, sanctions, License etc. in accordance with the existing bye-laws.
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and getting them sanctioned for construction of the said Project on the Said Land.

The Second Party is entitled to make such modifications additions deletions etc. in the sanctioned plan either as directed/ required by the authorities concerned or due to technical or other exigencies, however, in accordance with the Bye-Laws of the Municipal Authorities or any competent authority and without causing any prejudice to the interest of the First Party.

13 **COMMENCEMENT OF DEVELOPMENTAL WORK:** The Second Party shall commence the development work on the Said Land within (60) Sixty days from the date of receiving the required License and other permissions and sanctions from the authorities and shall complete the Projects within months from the date of commencement subject to force majeure. The Second Party shall have sole discretion in the selection of construction and other related techniques of construction etc. and that the First Party shall not interfere with the same. However, the Second Party has assured and held out to the First Party that the construction material used will be of ISI standard.

13.1 The First Party shall extend full co-operation to the Second Party to complete the development and completion of the said Project undertaken by it. The First Party shall not create any impediments or obstruction in the way of the Second Party in developing or construction the said Project.

14 **ASSIGNMENT OF DEVELOPMENTAL WORK:** The Second Party shall be entitled to entrust the construction work to such person or companies they deems fit, provided and / or shall be fully authorized to assign this PDA to some other agency PROVIDED ALWAYS that the Second Party alone shall be liable to fulfill the commitment made herein qua the first Party and further shall ensure that the rights of the First Party are not prejudiced in any manner.

15 **MOBALISATION OF WORK FORCE & PAYMENTS:** The Second Party shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The Second Party shall meet costs of all construction materials and shall be solely responsible for the payment of wages, ESI, provident fund and all other statutory dues to the workmen employed and sub-contractors as employed by him for execution and construction work undertaken by him under this Agreement. The First Party shall in no way be liable to make payments including that of wages, any statutory payments etc. or to compensate the workmen for any injuries or loss sustained to the workmen employed by the Second Party.

16 **COMPLETION OF PROJECT:** It is further mutually agreed that the Second Party shall complete the construction of the said Project and development of the Said Property in all respect for human habitation within THIRTY (30) months from the date of commencement date. However, the Second Party shall be entitled to an extension of time by another Six (6) months for securing completion of the construction of



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the said Project, if the delay in completion of construction is caused by reasons beyond the control of the Second Party such as acts of God and force majeure.

17 **HANDING OVER OF OWNERS SHARE:** The Second Party shall handover the First Party/Owner share their share in the said Project on completion of the Project in accordance with the terms herein agreed.

18 **OTHER TERMS:** The First Party and the Second Party have further agreed as follows:

a. The Second Party shall deliver the first Party/Owner's share in terms of Annexure 'A' of developed plots/ space in lieu of the land herein pooled, the details of which is given above, and the Second Party shall retain its share of the developed plots as well as other areas in the said Project together with other areas as fully described above in the Said Property and the First Party shall sign and execute all the title documents etc. as may be required to be done for effectively conveying the share of the Second Party in their favour of their nominee(s).

b. The First Party and the Second Party shall be respectively entitled to enjoy retain, lease or dispose off their respective shares in the said Projects to be constructed on the Said land to any person or persons at such time at whatever price they deem fit. The respective parties shall alone be entitled to the proceeds of their respective shares and may appreciate the same in any manner they deem fit. Neither party hereto shall have right over the area allotted to the other party to this Agreement.

19 **EXECUTION OF POWER OF ATTORNEY:** The First Party shall execute a General Power of Attorney in favour of the Second Party or its nominee or nominees and if so required by the Second Party register the same, empowering the Second Party or its nominee or nominees to approach the Municipal Authorities or such other competent Authorities get the required permissions and sanctions, and for performing or executing development and completion of the said Project on the Said Land.

20 **POWER TO SELL THEIR RESPECTIVE SHARE:** The First Party hereby give their express consent that the Second Party shall have the freedom to enter into Agreements with the prospective purchasers for transferring or leasing the saleable area falling to the share of the Second party in the said Project. The Second Party shall have the right to collect any amount as consideration for the above Agreements from the prospective purchasers in its name and appropriate the same provided however, the Second Party or any one claiming through such party shall have no interest in the Said Land till such time the development is complete in all respects, The First Party shall execute and register the Sale Deeds in respect of the share of the Second Party in the Said Project either divided or in undivided shares in favour of the Second Party or its nominees PROVIDED ALWAYS that the

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Second Party in no manner whatsoever shall offer for sale or lease or encumber in any manner the portion/share of First Party in the Project.

- 21 The Stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of Deeds of Conveyance and/ or other documents relating to the share in the said Project. The Said Property agreed to be conveyed to the nominees or assignees of the Second Party shall be borne by the Second Party.
- 22 **ADVERTISEMENT FOR SALE:** The Second Party shall be entitled to erect boards in the Said Property or to advertise in newspaper or any other media for the sale of saleable area and market the same in any manner they may deem it fit. **PROVIDED ALWAYS** that none of the parties shall encumber other share in the said property.
- 23 **PAYMENT OF DEPOSITS ETC.:** The First Party and/or their transferees or successors-in-title hereby agree to reimburse their proportionate share of the security deposits payable in respect in respect of their share of saleable area to the Municipal Authorities, if any and also their share of property taxes for the colony within (15) Fifteen Days from the date of payment made by the Second Party. In case the First Party fails to reimburse the amounts payable at the rate of 12% per annum calculated from the date of due till the date of payment. The Second Party shall pay its share of security deposits payable to the Municipal Authority, for its share in the said Project.
- 24 **PAYMENT OF SALES TAX, SERVICE TAX AND VALUE ADDED TAX:** The parties shall bear and pay in proportion to the share in the project held and owned by each party all Service Tax/ VAT/ Sales Tax or any other Tax or Levied which may be existing or imposed in future for all construction, maintenance, development expenses incurred.
- 25 **MAINTENANCE OF THE SAID PROJECT AND PAYMENT OF MAINTENANCE CHARGES:** It is hereby agreed by the First Party that entire maintenance of the said Project shall be the right of the Second Party and the Second Party alone shall decide in its discretion the monthly maintenance charges to be collected from each occupant. It is hereby agreed by the First Party that from the date the possession of the Owner's share is handed over to the Second Party, the First Party shall bear and pay proportionate monthly maintenance expenses for common areas and facilities to the Second Party or to its nominees. The First Party shall on completion of the Owners share as mentioned here above and on receiving an intimation from the Second Party pay all out goings and general expenses in respect of the 'Owner's Share' of the property such as insurance, Municipal expenses, Taxes or cess, electrical and water tax charges or deposits in respect of meters, maintenance charges, charges towards maintenance of the said Project and its common areas/ facilities. It is mutually agreed between the parties that over all management of the Said entire Project and the amounts received towards common expenses from the Owner shall absolutely, vest with the Second Party shall hand over original title deeds to the maintenance Agency/ Second Party for the benefit and use of the occupants of the Project.

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For AGRANTE REALTY LIMITED &

Authorised Signatory

23 MAR 2018

- 26 **DEECT LIABILITY PERIOD:** The First Party after taking possessions of their share in the said Property shall have no claim against the Second Party in respect of any alleged defect in work in the said Project under any circumstances however in the event of any structural defects being informed by the First Party in writing a period three months from the date of possession or Occupation Certificate of the Owners Constructed Area whichever is earlier, the Second Party will attend to the same. However, cracks in plaster being natural phenomenon shall not be considered as defect. Warranty for all other consumables or equipment like generators & lifts will be provided by the respective manufacturers on their standard terms.
- 27 **CUSTODY OF ORIGIANL TITLE DEEDS:** The Second Party shall keep in safe custody all the original documents of title pertaining to the Said Land.
- 28 **NAME OF PROJECT:** The Second Party alone shall decide the name of THE SAID PROJECT to be developed on the Said Land.
- 29 **OTHER TERMS:** All taxes, cessess and other payments due to the Municipal Corporation and other Government bodies till the date of this Agreement have been paid by the Owners/ First Party and during the development the same shall be payable by Second Party and completion of the Project the same shall be paid by the parties in proportionate to the share held and owned by them.
- 30 That the parties hereto shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the area and/ or proceeds thereof under this Agreement.
- 31 That no agent or representative of the parties has any authority to vary the terms and conditions contained herein or to make any representation, statement, warranty or Agreement not expressed herein except through return amendment or modification executed by duly authorized representatives of the parties.
- 32 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces any oral or written understanding, agreements, or representations between the parties.
- 33 That 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 at their free will.
- 34 That any notice, letter or communication to be made, served or communicated unto First Party under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed to the First Party in this behalf and sent by Registered Post. Similarly, any notice, letter or communication to the Second Party/Developer will be deemed to be made, served or communicated only if the same in writing and addressed and sent by Registered Post to the above-mentioned address of the Second Party at or to the address or to any other such address so intimated by the Second Party to the First Party for this purpose.

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For AGRANTE REALTY LIMITED

Authorised Signatory

23 MAR 2018

- 35 The failure of any part 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. This Agreement can be enforced in parts.
- 36 That the courts at NEW DELHI shall alone have the jurisdiction to entertain any dispute between the parties to be exclusion of all other courts.
- 37 That this Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the Laws of India.
- 38 That the First Party/Owner undertake not to encumber/transfer, the right, title or interest in the said plot to any party during the validity period of this Agreement.
- 39 This Agreement shall not constitute partnership between the parties.
- 40 **INDEMNIFICATION:** The First Party hereby confirm that their title to the Said Property is good, marketable and subsisting and that none else has any right, title, interest or share in the Said Property and that the Said Property is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or acquisition proceedings or charges of any kind or any tenancy claims as on the date of signing this Agreement, and the Second Party is satisfied with the same. The First Party shall keep the Second Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings or Third Party claims that may arise against the Second Party on account of any defect in or want of title on the part of the First Party or on account of any delay caused in rectifying the defect in title at the instance of the First Party and shall also make good the loss of cost of construction, arising out of defective title or on account of acts or omissions or commissions on part of the First Party. The Second Party shall immediately, after coming to know about the defect in title or Third Party claims or any acts or omission or commission by the First Party, shall make a written claim to the First Party who shall answer and settle or clear such claim/ claims, within (30) Thirty Days of service of notice on the First Party and prevent any delay in development of the Said Property and/ or sale by the Second Party. Any such claim shall be a charge on the Owner's share and period of delay in resolving the same by the First Party will be added to the period of completion of the construction. If the first Party fails to rectify the defect in title for a period of (3) Three months from the date of claim, in such an event, the First Party shall make good the cost of construction and development and immediately refund the consideration received under this Agreement.



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- a. The First Party shall be kept indemnified and harmless by the Second Party against any loss, liability, cost or claim, action or proceedings that may arise against it or its share of constructed area by reason of any failure on the part of the Second Party to discharge its liabilities/ obligations under this Agreement or towards purchasers of saleable area with whom the Second Party has entered into Agreements executed by the First Party or on account of any act of commission or omission in using the Said Property or putting up the construction.

41 **BREACH AND CONSEQUENCES:** In the event of breach by either party to this Agreement, the other party (the aggrieved party) shall be entitled to specific performance of the contract and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach from the party committing breach.

42 That it is expressly agreed upon and understood between the parties that if for any reason the required License for any reason is not sanctioned and/ or if for statutory direction or law the intended Project is not feasible then in that event this agreement shall come to an end.

43 **PAYMENT OF STAMP DUTY & REGISTRATION CHARGES ECT.**

a. The Parties shall bear and pay the stamp duty, legal fees and other expenses for this Development Agreement in proportionate/ pro rata to their share.

b. The Stamp duty and registration charges in respect of the registration of this Agreement/ Sale Deeds/ Power of Attorney pertaining to the share of the Second Party, as contemplated above, shall be borne by the Second Party or its nominee's as the case may be and that in respect of the saleable area fallen to the share of the First Party by the First Party themselves and/ or their nominee's.

44 **AMENDMENT:** This Agreement may not be amended except by an Agreement in writing signed by the authorized representatives of both the Parties.

45 **ENTIRE AGREEMENT:** Subject to further Agreements envisaged in this Agreement hereto above, this Agreement constitutes the entire Agreement of the Parties and there are no other premises or conditions in any other Agreement whether oral or written. This Agreement subersedes any prior written or oral Agreement, Arrangements and undertaking between the parties to this Agreement in relation to the subject matter.

GENER/ PLURAL/ SINGULAR: Any reference made to the parties herein in singular, or plural, or any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

47 **HEADINGS:** The headings given to the clauses are for purposes of convenience only and shall not be used as interpretation of the terms of the agreement.



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Authorised Signatory

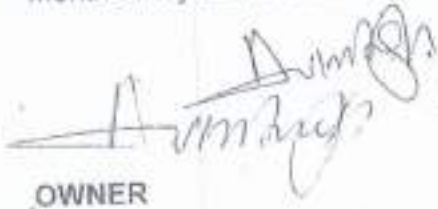
ANNEXURE-A


Mutually agreed share of parties in ready stock/apartments or Revenue Realisation from entire project.

OWNER 45%

DEVELOPER 55%

IN WITNESS WHEREOF the parties have signed this Agreement on the date, month and year first above written in the presence of witnesses:



OWNER


Drafted By:
Mahesh K. Chauhan
Advocate
Distt. Courts, Gurgaon


DEVELOPER
For AGRANTE REALTY LIMITED


Authorised Signatory

Witness 1


Mahesh K. Chauhan
Advocate, Gurgaon

Witness 2


Ashok Kumar Sharma
Advocate
Distt. Courts, Gurgaon

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23 MAR 2018

