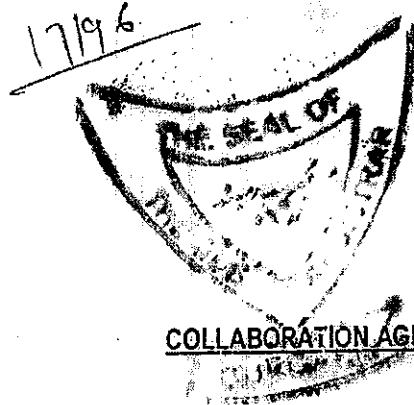


Sr. No.	41312
Amount	100/-
Purpose/Use	Agreement
13 SEP 2011	
MANISH KATHURIA STAMP VENDOR GURGAON (HARYANA)	



Token No. 18593  
Hall No. 2 (Two)  
Date 13/9/11

Stamp Duty Rs. 100/-  
Stamp No. 41312 dated 13.09.2011  
Stamp Vendor Sh. Manish Kathuria

This agreement is made and executed on this 13th day of September, 2011 at Gurgaon amongst

**Naveen Gupta** son of Sh. S R Gupta resident of 6-B/4, Northern Extension Area, Old Rajender Nagar, New Delhi – 110 060 (hereinafter referred to as the First Party/OWNER) which expression shall include and mean their successors in interest, heirs, attorneys, permitted assigns and all those persons claiming through him.)

AND

**M/s CSN Estates Private Limited**, a company incorporated under the Companies Act, 1956 and having its corporate office at 128, Ground Floor, Sector-44, Gurgaon – 122 003, Haryana, acting through its Authorized Representative/Signatory Mr. Arun Kotwal, duly authorised by Board of Directors vide Board Resolution dt. 5<sup>th</sup> April 2011 (hereinafter referred to as the 'DEVELOPER') which expression shall include and mean its successors in interest, nominees, attorneys, assigns)

AND

**M/s A N Buildwell Pvt. Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at 5-D, Plaza M-6, District Centre, Jasola, New Delhi – 110 025, acting through its Authorized Representative/Signatory Mr. Rajesh Kumar Sukhwani, duly authorised by Board of Directors vide Board Resolution dt. 23<sup>rd</sup> August 2010 (hereinafter referred to as the 'Confirming Party/ANB') which expression shall include and mean its successors in interest, nominees, attorneys, assigns)

WHEREAS the First party/Owner, has represented to the Developer, to be the absolute and Lawful OWNER by title and in actual physical possession and enjoyment of all that piece and parcel of land admeasuring 15 kanals 8 marlas i.e. 1.925 Acres (Appx) comprised as per details given hereinbelow situated within the revenue estate of Village Bajghera [Residential Zone of

For A.N. Buildwell Pvt. Ltd.

Authorized Signatory

For CSN Estates Pvt. Ltd. Page 1 of 5

Director/Authorized Signatory

प्रलेख नः 17196

दिनांक 13/09/2011

<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर बजयेंडा
भवन का विवरण	
भूमि का विवरण	
धन 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
रूपये	

Drafted By: S.C. Arora, Adv.

यह प्रलेख आज दिनांक 13/09/2011 दिन मंगलवार समय 12:20:00PM बजे श्री/श्रीमती/कुमारी Naveen Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी S.P. Gupta निवासी 6B/4, Northern Extn. Area Old Rajender Nagar, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

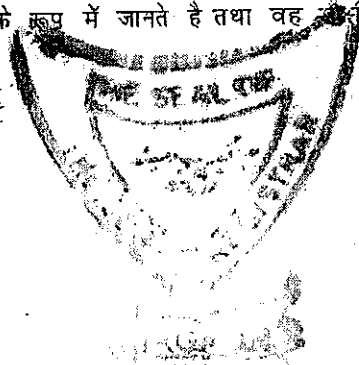
श्री Naveen Gupta

उप/संयुक्त पंजीयन अधिकारी  
गुडगावा

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru-Arun Kotwal 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 S.C. Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Sandeepan Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.P. Sharma निवासी 5/13, S.P. Vihar, New Delhi ने सीधी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह सीधी नः 2 की पहचान करता है।

दिनांक 13/09/2011



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गुडगावा

Sector-113] Tehsil and District Gurgaon, Haryana hereinafter referred to as the "said land". The details of said land are as follows :

Mustil No.	No./Rect. No./Khasra	Killa No.	Area [Kanal – Marlas]
20		23/3	6-12
20		24	4-4
20		32	0-8
225-226		-	2-15
247/1		-	1-9
		Total	15-8 or 1.925 Acres

AND WHEREAS Owner has entered into a Collaboration Agreement dt. 20.5.2011 which is duly registered in the office of Sub-Registrar, Gurgaon vide Vasika No./Regn. No. 4464 dt. 20.5.2011, whereby Owner has collaborated with Confirming Party/ANB, for development of Group Housing Project on the said land, as per terms and conditions recorded therein.

AND WHEREAS the Developer has been engaged in the development and construction of integrated residential / commercial complexes / Group Housing Projects and is well reputed and experienced in this line of business. The Owner and Confirming Party have now entered into understanding with the Developer whereby it has been agreed amongst them that the Developer shall Develop a Group Housing Project on said land as well as ANB/Confirming Party's land, which is contiguous and adjacent to said land.

AND WHEREAS, on the request of Confirming Party/ANB, the Owner is executing the present Collaboration Agreement with Developer, subject to the condition that Confirming Party/ANB shall be free to enter into any kind of Agreement/Understanding with Developer, in respect of Development and Marketing of Group Housing Project/Colony on the said land. Further, Confirming Party/ANB shall be solely liable and responsible for providing all benefits and entitlements to the Owner arising out of and in accordance with terms and conditions of aforesaid Collaboration Agreement dt. 20.5.2011.

AND WHEREAS, the Developer, relying upon the aforesaid representations of the Owner and Confirming Party/ANB, has agreed to enter into present agreement for the development of the Group Housing Colony/Project on the said land.

The parties are desirous of reducing to writing the terms and conditions agreed to amongst them being these presents for the development of the Group Housing Colony on the said land.

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

1. That the owner has declared and represented to the Developer that there are no religious or family disputes or any other encumbrances of any kind whatsoever relating to the said land and the said land is free from all encumbrances, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, unauthorized occupation, claims, decrees, orders, notifications, and litigations. The Owner and Confirming Party shall keep the Developer indemnified in respect of any claims, title disputes etc. in respect of said land, for the

For A.N. Buildwell Pvt. Ltd.

Authorised Signatory

For C/S N Estates Pvt. Ltd.

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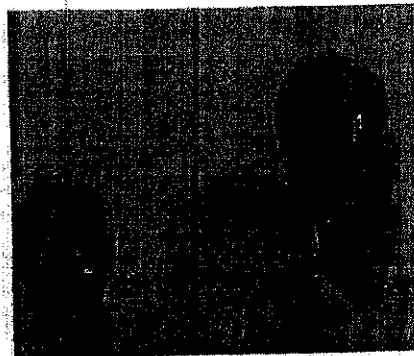
2011-2012

Book No.

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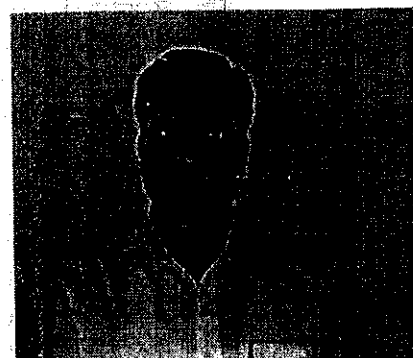
पेशकर्ता



दावेदार



गवाह



उप / संयुक्त पंचायत अधिकारी

पेशकर्ता	Naveen Gupta		
दावेदार	Thru-Arun Kotwal		
दावेदार	Thru-Rajesh Kumar Sukhw		
गवाह	S.C. Arora		
गवाह	Sandeepan Sharma		



losses to be suffered by the Developer and for costs to be incurred by the Developer on the development of said land. The Owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the developer has entered into this agreement relying/acting upon these representations of the owner with all rights.

2. That the Developer undertakes to develop the said land at its own cost and expenses and with its own resources after procuring/obtaining the permissions, sanctions, approvals of all competent authorities and thereafter to develop the said land by setting up a Residential Group Housing. The Owner represents to the Developer that the Developer has to apply for the approvals for Group Housing Colony/Project on the said land. That the Owner agrees to place at the complete disposal of the Developer, the said land and to authorize the Developer for obtaining the requisite Licences, permissions, sanctions, and approvals for development, construction and completion of the proposed project on the said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities including Internal Development Charges, fees, levies, taxes etc. shall be borne by the Developer. However, payment of External Development Charges [EDC] and Infrastructure Development Charges [IDC] in respect of Owners share of Built up Area shall be governed by and payable in accordance with the terms and conditions recorded in Collaboration Agreement dt. 20.5.2011. However, the confirming party shall be liable to pay EDC and IDC on its share.
3. That in consideration of the Owner providing the "said land" to the Developer to carry out the development of Group Housing Colony owner shall be entitled to 40% (forty percent) of the built up area available in relation to said land in the form of flats/apartments in accordance with aforesaid collaboration agreement dated 20.05.2011. Remaining 60% (Sixty Percent) of built up area in relation to said land shall belong to developer out of which developer shall give 10% (Ten Percent) of the total built up area in relation to said land to confirming party/ANB in accordance with confirming party's agreement/understanding with developer. All cost of obtaining licenses, construction and development shall be borne by developer. Owner shall not be liable to incur any expense in this regard. All the entitlements of Owner shall always be governed by the terms and conditions of Collaboration Agreement dt. 20.5.2011 mentioned hereinabove, which the confirming party/ANB shall provide to the owner in accordance with said agreement. The Owner shall not be entitled to raise/make any claim against the Developer for his entitlement.
4. That since huge expenditure, efforts and expertise is involved in getting the land use changed and obtaining the license and for to accumulate the adjoining lands for the Group Housing Colony, it is the fundamental term /condition of this agreement that after applying for grant of the license and the required permissions from the concerned authorities for the Group Housing Colony, the Parties / nominees, legal heirs shall not be entitled to cancel / terminate / repudiate / rescind this Agreement or cancel/terminate/ revoke any powers of attorney given under this Agreement or challenge the validity of this agreement under any circumstances whatsoever. However, in case such permission is not granted by the concern authorities, the present agreement shall automatically become void & non-est.

For A.N. Buildwell Pvt. Ltd.

Authorised Signatory-

For C S N Estates Pvt. Ltd. Page 3 of 5

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2011-2012

1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17,196 आज दिनांक 13/09/2011 को बही न: 1 जिल्द न: 12,971 के पृष्ठ न: 89 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,585 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 हैं।

दिनांक 13/09/2011

उप/सयुक्त पंजीयन अधिकारी  
गुडगाँवा



5. That the parties to this Agreement 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 amongst them out of their free will and volition. Mr. Arun Kotwal has been duly authorized by the Board of Directors of Developer Company and Mr. Rajesh Kumar Sukhwani has been duly authorized by the Board of Directors of Confirming Party, to execute the present Agreement vide their respective resolutions passed in their respective Board meetings.
6. That each party hereto shall bear, pay and discharge their respective liabilities, including Income-tax and other tax liabilities that may arise on account of receipt of the proceeds by each of them.
7. That the parties shall be entitled to specifically enforce this agreement. Further in pursuance of the due performance of the obligation of the parties hereto duly performing and observing all the covenants herein contained this agreement shall not be revoked or cancelled and shall be binding on all the parties and their successors, administrators, liquidators, nominees and assigns Subject to clause no -3 as mentioned herein above.
8. That non-performance by any of the parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure { **FORCE MAJEURE** shall mean any event beyond the reasonable control of a Party, its contractors and subcontractors including but not limited to war, civil war, armed conflict (whether, in all cases declared or undeclared and including the serious threat of same), invasion and acts of foreign enemies; riots, sabotage, blockades and embargoes; civil unrest, commotion or rebellion; any act or credible threat of terrorism; depressed real estate market situation, any act of God, lightning, earthquake, flood, storm; nuclear, chemical or biological contamination or explosion; plague, epidemic; theft, malicious damage, strikes, lock-outs or other industrial action of general application; any act of any authority (including refusal or revocation of a license or consent); compliance with any law or governmental order, rule regulation or direction; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, break-down of transport, telecommunication or electric current. } of which notice has been given to the other party.
9. That in this Agreement, unless the context otherwise requires:-
  - a. words denoting the singular number shall include the plural and vice versa;
  - b. words denoting any gender shall include all genders;
  - c. words denoting persons shall include bodies of persons and corporations and vice versa;
  - d. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
  - e. References to any Party shall include the party's successors and assigns;

For A.W. Buildwell Pvt. Ltd.

Authorised Signatory

For C/S N Estates Pvt. Ltd. Page 4 of 5

- f. References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
  - g. Documents executed pursuant to this Agreement – form part of this Agreement;
  - h. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
  - i. Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
10. That all matters concerning these presents and the development of the said property shall be subject to Courts at Delhi Jurisdiction Only.
11. The present agreement shall not affect the terms & conditions mentioned in the collaboration agreement dated 20.05.2011 registered with sub-registrar Gurgaon at S.No. 4464 executed between the owner & confirming party in any manner whatsoever. Further the terms contained in the present agreement shall be in addition to and not inderogation of terms and conditions contained in the said collaboration agreement.

IN WITNESS WHEREOF, the parties have set their hands to this agreement on the date and place first mention above in the presence of the under-mentioned witnesses.

DRAFTED BY ME

S. C. ARORA  
Advocate  
Distt. Court, Gurgaon

For C S N Estates Pvt. Ltd.

Director/Authorized Signatory

[Naveen Gupta]  
Owner

[Arun Kotwal]  
Authorised Signatory  
M/s. CSN Estates Private Limited  
Developer

For A. N. Buildwell Pvt. Ltd.

[Rajesh Kumar Sukhwani]  
Authorised Signatory  
M/s. A. N. Buildwell Private Limited

Witnesses:

1. S.C. ARORA  
Advocate  
GURGAON

2.

Dr. Deepak Gupta  
S/o SH. S.P. Gupta  
R/o 6B/14 NEA Old Rajinder Nagar  
N. Bellu-60

③ Deepak Gupta

Dr. Deepak Gupta

S/o SH. S.P. Gupta

R/o 6B/14 NEA Old Rajinder Nagar  
N. Bellu-60



