

Annexure - II
(1-37)

11/925



बिहार HARYANA

A 418762

COLLABORATION AGREEMENT

THIS AGREEMENT of collaboration is executed at Gurgaon on this day of January 2007 between Shri Moti Ram, Shri Sant Ram, Shri Laxmi Narayan all S/o Shri Balbir (183/1741 share), Smt. Krishna, Smt. Santosh D/o Shri Balbir (33/1741 share), Smt. Chameli Devi W/o Shri Dalip Singh, Shri Satish S/o Shri Dalip Singh and Smt. Suresh and Smt. Vinod D/o Shri Dalip Singh (215.5/1741 share), Shri Shankar S/o Shri Ramjas, Smt. Presh and Smt. Rajbala D/o Shri Ramjas (215.5/1741 share), Shri Arjan S/o Shri Ramandi (215.5/1741 share),

Shri Mahavir Singh, S/o Shri Jhuthar (580/1741 share), Shri Moti Ram S/o Shri Balbir (69/1741 share), all resident of Village Hayatpur, Tehsil/District- Gurgaon and also ;

Shri Jagmohan Lal Sharma, S/o Shri Jagmohan Lal Sharma, Tehsil/District- Gurgaon, and Shri Jagmohan Lal Sharma

FOR SHREE YAKHIMAN INFRASTRUCTURE PVT. LTD

महाराज राम लक्ष्मी नारायण
अर्जुन, Jagmohan Lal Sharma - सुरेश कुमारी राजकाना
सुरेश सन्तोष देवी
Shankari Lal



Moti Ram S/o Balbir Singh

ETC ESH

प्रलेख नः 25925

S.No. 3442
Amount 100
Purpose Gel. Agr.
L.No. 18 JAN 2007
S.V. 05/04
Signature
RAJINDER KUMAR दिनांक 14/03/2007
PANCHAYAT BHAYWAN
GURGAON (Haryana)

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
	भवन का विवरण
	भूमि का विवरण
	घन संबंधी विवरण
राशि 40,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Azad Singh Adv

यह प्रलेख आज दिनांक 14/03/2007 दिन बुधवार समय बजे श्री/श्रीमती/कुमारी Sant Ram-Laxmi
श्री/श्रीमती/कुमारी Balbir Singh निवासी Hyatpur GGn द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Sant Ram-Laxmi
लक्ष्मीवारापट

उप/संबुक्त पंजीयन अधिकारी
गुडगांवा

श्री Moti Ram, Krishna-Santosh, Arjan, Chameli Devi, Shankar, Mahavir Singh, Jagmohan Lal Sharma, Sant Ram-Laxmi
Narain, Satish, Sudesh - Rajbal, Suresh-Vinod

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru:- Manish Agarwal दवेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने
सुधकृत समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दवेदार 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 Azad Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
व श्री/श्रीमती/कुमारी Ashwani पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shyam Lal निवासी 874 Sec-55 FBD ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 14/03/2007

उप/संबुक्त पंजीयन अधिकारी
गुडगांवा

s/o Shri Rajendra Kumar (172/1741 share), resident of 227, Sector-4, Urban Estate, Tehsil/District- Gurgaon, hereinafter called 'Owner' (Which expression unless repugnant to the context of this agreement shall mean and include their heir, legal representatives, successors -in interest, assign etc.) on one hand

AND

M/S Agarwal Developers Pvt. Ltd. having its office at M-1, South Ex-Part-II, New Delhi-110049, through its Director Shri Manish Agarwal hereinafter called 'Developer' (Which expression unless repugnant to the context of this agreement shall mean and include its legal representatives, successor-in interest nominees, assign etc.) on other hand (hereinafter the Owner and the Developer have been collectively referred to as 'Parties' and individually as party as the context demand.

Whereas the owner are full fledged and lawful owner in possession of land bearing Khewat No. 96/80, Khatoni No. 114, Kila no. 42/2 (9-0), 3 (8-0), 4 (8-0), 5/2/1 (3-12), 6/2 (7-7), 7 (8-0), 8 (8-0), 9 (8-0), 10 (4-10), 12/2 (4-0), 13 (8-0), 14 (8-0), 15/1 (2-12), total measuring 87 Kanal, 1 Marla, situated in the revenue estate of Village - Hayatpur, Tehsil/District- Gurgaon. Owners are fully competent to execute this collaboration agreement in favour of the Developer.

And whereas the owner is desirous of developing a group housing complex or any other use as desired by the Developer such as commercial/ cyber etc., over the aforesaid land. However, the Owner is not fully equipped to execute and complete the work of development and construction of the proposed group-housing complex. The Owner has requested the Developer who is engaged in the development and construction of various type of building and is well reputed and experienced in this line of the business and is confident that it has the experience of and is in a position to obtain permission for change of land use/ obtain license etc. to collaborate with him for development and construction of the said group housing complex on the said land.

For SHREE VARDHIAN INFRAKONIE PVT. LTD

B/C

श्री राजेंद्र कुमार

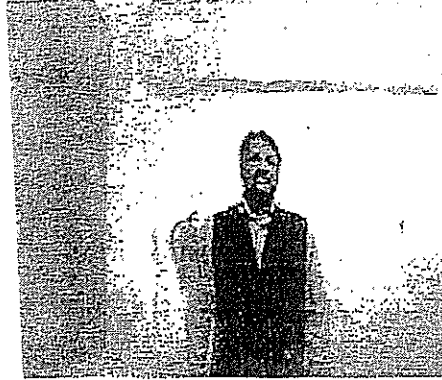
श्री जगमोहन लाल शर्मा, सुरेशकुमारी राजकल
श्री शंकर लाल श्री विनोद कृष्णा



Reg. No. 25925 Reg. Year 2006-2007 Book No. 1



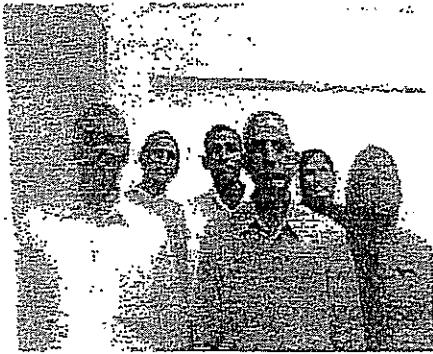
पेशकर्ता



दावेदार



गवाह



पेशकर्ता

पेशकर्ता

Sudesh - Rajbal सुदेश श. राजबल Moti मोती
 Ram राम Krishna-Santosh कृष्णा-संतोष

Satish सतिश Arjan अर्जन

Chameli Devi शंकरा Shankar शंकर Mahavir Singh महावीर सिंह
 Sharma शर्मा Suresh-Vinod सुरेश-विनोद

Jagmohan Lal जगमोहन लाल

Sant Ram-Laxmi Narain संत राम-लक्ष्मी नारायण सुरेश

जगमोहन लाल शर्मा
खन्ना

दावेदार

Thru:- Manish Agarwal मनिश अग्रवाल

गवाह 1:- Azad Singh अजाद सिंह


गवाह 2:- Ashwani अश्वनी

For SHREE YARDHMAN INFRAHOME PVT. LTD.

And whereas the Developer has agreed to undertake the development and construction of the said group housing complex on the basis of representations and warranties of the Owner. On consideration of the premises covenants and mutual representations and warranties of the owner and the Developer; parties to this agreement subject to the terms and conditions herein contained.

And whereas the Developer has agreed to Develop and construct the projects over the said land upon the terms and condition contained hereafter.

1. That the subject matter of this collaboration agreement between the Owner and the Developer is the said land and measuring is 87 Kanal, 1 Marla, 42 Mustil, situated in village Hayatpur, Teshil/District Gurgaon of thereabout for utilizing same for construction of a Group Housing Colony in consideration of development and construction of the project over the said land at Developer(s) cost the owner shall be entitled to all rights, title and interest over fully developed residential apartments to the extent of 35% of the total saleable area along with proportionate rights/interest in land including proportionate rights in the open area, parking, terrace, roof and in all other areas which cannot be divided. The Developer shall be entitled to retain balance 65% of total saleable area along with proportionate right/ interest in land including proportionate rights in the open area, parking terrace roof and in all other area. Which cannot be divided of the said apartments total saleable area out of sanctioned F.S.I on the said land by DTCP (HUDA) shall be shared in the ratio of 35 : 65 Owner : Developer). Any loss or increase in F.S.I due to any reason shall be shared on Prorata basis of the share of owner and Developer. If any loss of FSI is due to land coming in sector road or any other reason, final sanctioned FSI on aforesaid land will be shared between owner and developer as per there share that is 35 : 65 (Owner : Developer). Also in owner share of 35 %, all land owner shall get there share on prorata basic of their land (owned by each owner of this share)

An श्री. नरेश कुमार वर्धमान SHASHI महेश्वरी
अजीत, Vagmohan Lal Sharme, सुरेश कुमार, राजवत
शुभ राजवत देवी विनोद कुहरा
Shankar Lal
For SHREE VARDHMAN INFRAHOME PVT. L

Director

Reg. No.	Reg. Year	Book No.
25925	2006-2007	1

प्रमाण-पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 25,925 आज दिनांक 14/03/2007 को बही न: 1 जिल्द न: 8,490 के पृष्ठ न: 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,325 के पृष्ठ सख्या 25 से 26 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 14/03/2007

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

2. That the Developer(s) has agreed to pay interest free non-refundable security deposit of Rs. 40,00,000/- (Rupees Forty Lacs only) security per acre, to the owners pro-rata of ownership for due performance of this obligations contained herein at the time of execution of this agreement. The details and particulars of the amounts and the cheques issued in favour of the owners are given hereunder:

Name	S/o or D/o	Non-refundable	Cheque No. DD	Dated	Total
Shri Moti Ram	Shri Balbir	40,00,000/- Per Acre 17,25,000/-	006082	24-1-07	HDFC SEI
			298563	5-2-07	-11-
			520502	10-3-07	ICICI Bank
Shri Sant Ram	Shri Balbir 15,20,000/-	380,000 380,000 7,60,000	006086	24-1-07	HDFC
			298569	5-2-07	HDFC
			520508	10-3-07	ICICI
Shri Laxmi Narayan	Shri Balbir 15,20,000/-	380,000 380,000 7,60,000	006087	24-1-07	HDFC
			298570	5-2-07	-11-
			520509	10-3-07	ICICI
Smt. Krishna	Shri Balbir				
Smt. Santosh	Shri Balbir				
Smt. Chameli Devi	w/o Shri Dalip Singh				
Shri Satish	Shri Dalip Singh 53,87,500/-	13,46,875 13,46,875 26,93,750	006088	24-1-07	
			298565	5-2-07	
			520504	10-3-07	
Smt. Suresh	Shri Dalip Singh				


 24/01/2007 दिनांक पर Satish कृष्णी सिंह
 30/01/2007 Jagmohan Lal Sharma सुरेश कुमारी राजपाल
 सुरेश सागर
 For SHREE PANOHMAN INDIAN...
 Shankari Lal

 Director

Smt. Vinod	Shri Dalip Singh				
Shri Shankar	Shri Ramjas 53,87,500	1346,875	60,6085	24-1-07	
		1346875	298566	5-2-07	
		2693750	520505	10-3-07	
Smt. Sudesh	Shri Ramjas				
Smt. Rajbala	Shri Ramjas				
Shri Arjan	Shri Ghamandi 53,87,500	1346,875	60,6083	24-1-07	
		13,46,875	298567	5-2-07	
		2693750	520506	10-3-07	
Shri Bhim Singh	Shri Ghamandi				
Smt. Basanti	Shri Ghamandi				
Shri Mahavir Singh	Shri Jhuthar 1,45,00,000	5,00,000	1006079	24-1-07	WDC
		31,25,000	298563	5-2-07	
		36,25,000	298562	5-2-07	
		72,50,000	520,501	10-3-07	ICICI
Shri Moti Ram	Shri Balbir 23,60,000		1006081	24-1-07	WDC CSE II
			298568	5-2-07	
			520507	10-3-07	
Shri Vipin Kumar	Shri Babulal				
Shri Virendra Singh	Shri Arjan Singh				

FOR SHREE VARDHMAN INFRASTRUCTURE PVT. LTD.

[Signature]
Director

[Signature] 24-1-07 श्री जगमohan लाल शर्मा

श्री जगमohan लाल शर्मा, 24-1-07 श्री जगमohan लाल शर्मा

श्री शंकर लाल शर्मा, 24-1-07 श्री शंकर लाल शर्मा



Shri Jagmohan Lal Sharma	Shri Rajendra Kumar	10,75,000	6006089	24-1-07	HDFC
	43,00,000	10,75,000	292564	1-2-07	~
		21,50,000	520503	10-3-07	ICICI

3. Due to any reason, If the LOI for the aforesaid land is not obtained within six (06) month of the notification/finalization/implementation for issuance of license, developer shall pay a compensation of Rs. 6 lacs for 87 Kanal, 1 Marlas of land per month for the delayed period. Further If the LOI is not obtained in 12 (Twelve) months, owner at its own discretion can increase the time period to a mutually settled time period to obtain LOI. However, if the owner does not wants to a continue with the agreement then they can terminate the agreement and forfeit the security amount at the rate of Rs. 20 Lacs per acre and return the balance payment by a post dated cheques to be enchased within 90 days of settlement.

4. That all expenses incurred and the efforts made in obtained sanction, development and construction of the project shall be born by the Developer (s) however, the Developer is authorized of claim refund and receive refund of the licence fees and all other charges and fees paid for the said project in their favour, If the said amount is to be required to be received back by the Developer.

5. That the owners undertaker to make and keep the title of the said clear and marketable and free all the kinds of encumbrances, charges, lispensens prior agreements and claims



शुभम १०४२/१५ नक्षत्रागारा
Jagmohan Lal Sharma

SASH नक्षत्रागारा
शुभम १०४२/१५ राजा १५११

शुभम

शुभम १०४२/१५ नक्षत्रागारा
Sharma Lal Sharma



during the continuance of this collaboration agreement and till date of execution and registration title/ conveyance deeds in favour of the Developer(s) or its nominees as assigns or prospective buyer to the extent of the share of the Developer(s).

6. That the owners assured the Developer(s) that land proposed to is in residential zone in the proposed Master plan of Gurgaon. However, in case any portion of land does not fall in proposed residential zone, the portion of land will be excluded form this agreement.
7. That the owners shall make a available to the Developer(s) the said land free from all incumbencies and with full authority for speedy development and efficient completion of the project. It is however, clearly agreed that the land to the share of the owners shall be left unencumbered to be dealt with in any manner deemed fit only by the owners. The OWNER in accordance with the terms and condition herein recorded has delivered possession and has placed at the complete disposal of the DEVELOPER all the authority of the Owner as may be necessary for obtaining the requisite licenses, permissions, sanctions and approval for development, construction and completion of proposed Group Housing Project on the said land.
8. That owner represent that no other person has joint undivided share in the said land that the same is free from all loans, mortgages, encumbrances or charge of any kind whatsoever. The OWNER represents that he has not entered in to any prior agreement of sale in respect of aforesaid land. The OWNER has further conveyed that the aforesaid land is not subject matter of any litigation.
9. That the owners represents to the developer 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 there of is ever notified for acquisition by the State Govt then the developer shall be fully competent for making such legal action as may be

FOR SHREYAS REAL ESTATE INTERNATIONAL PVT. LTD.

सहकारिता मंत्रालय
जगमohan लाल शर्मा
शुभकुमारी राजपाल सुहस्र
शमकर लाल



deemed fit by him for getting it release from acquisition, but the owner undertake, not to take any action in this regard without the consent of the Developer. The owner further assure the Developer that the said land of any part of it has not been acquired and the same is owned and possessed by them and there is no third party/claim over the same. The owners the further undertake not to take any compensation from the Government of Haryana or any other authority if any portion of the land is ever acquired.

10. That the DEVELOPER(s) shall develop the project in term and agreed working plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. The DEVELOPER(s) shall give the name of the project at its own discretion.
11. That the owner shall also execute an irrevocable general power of attorney simultaneous to signing of this agreement in-favour of nominee(s) of the DEVELOPER for obtaining permission for change of land use, procuring licence, for getting sanctioned site plans and for obtaining all such approval as may be required to be obtained from any authority for the purpose of raising construction and for dealing with/sale of constructed/un-constructed and /or developed/un-developed portions of the Group Housing project. The power of Attorney shall also authorize the Developer to discharge all its obligations and exercise all rights under this collaboration Agreement. The owner shall give general power of attorney to the Developer to sell the built up share of the property of the Developer which will be operative for registration of sale deed/ lease deeds or any other transfer deeds after offer of possession of the super built up saleable area of the owner to them as stated above. Prior there to the Developer shall be entitled to enter into agreements of sale/lease qua its allocation on the basis of general power of attorney referred to above. It is further agreed that the Developer shall not sell the FSI at any stage.

Dr. Jagmohan Lal Sharma 24/01/2014
अभि, Jagmohan Lal Sharma, सुरकुमारी राजवाला रोड
शोभिक लाल देवी Vinod कुराणा
Shankar Lal

For [Signature] [Stamp] [Signature]
Director

12. That the Developer(s) agrees to complete the development and construction of the entire project within a period of 36 months after receipt of LOI/Sanction of drgs subject to force majeure circumstance. The owners have given unhindered access to the land for survey, for fulfilling all the perquisites for grant of the licence, Sanction of plans and to raise construction of group housing project over the said land. If the Developer fails to complete the construction with in the period of 36 (Thirty Six) months, he shall be liable to pay penalty @ Rs. 15 per Sqft. for the delayed period to the owner till completion of projects. Per month
13. That the owner undertake to convey clear and unencumbered marketable titled in favour of the prospective buyers. All the sale promotion activities including advertisements shall be conducted by the Developer(s) only. The owner have also agreed to execute the general power of attorney in favour of the nominees(s) of the Developer(s) to execute any required document in favour of the buyer of the Developer(S), which shall be kept alive and well be irrevocable until transfer documents in favour of the entire land falling to the share of the Developer(s) and Owners have been execute and registered.
14. That after the receipt of licence and sanctioned plans of the projected from the competent authority, Developer(s) shall offer allotment of apartments to the extent of 35% of saleable area to the owners along with apartment numbers and tentative area as per the norms on prorata basis. Allocation will be made as per the ratio of Owner/Developer share for all preferential and non preferential location as per choice of owner:
15. That the parties hereby confirm and declare than the entire IDC/EDC and other development charges as applicable to the said land will be paid by the Development alone to the complete satisfaction. In case any additional demand is raised by any department/authority after offer or possession of the Owner's allocation by the Developer to the owner, owing to increase in EDC or any tax or levy pertaining to project to question, in that event both parties shall be liable to satisfy the demand in proportion to

Am

शुभम शर्मा
 जगमोहन लाल शर्मा
 सतिश शर्मा



शुभम शर्मा देवा विनोद कर्नाट
 Shomkar Lal



SHREE JAGMOHAN LAL SHARMA & ANS. PVT. LTD.
 9


their respective shares. Both parties shall be at liberty to recover such amount from the transfer purchase of their respective allocation.

16. That all rates cesses and taxes due and payable in respect of the land up to the date of this agreement shall be the exclusive liability of the owners and their after the liability in this behalf shall be born by the developer till the completion of this projects.
17. That the Owner shall refund the refundable component of the security with in one month from the date of offering possession of flats. In the events of delay in refund of the refundable interest free security deposit referred to above, the Owner shall be liable to pay interest at the rate of 12% per annum for the delayed period of refund.
18. That the owner and Developer shall responsible and liable in respect of income -tax and/other statutory payment as far as their respective share of built or un-built area of the Group Housing project of sales proceeds thereof is concerned.
19. That in case the completion of the project and raising of construction is delayed due to earthquake, lightening or force major circumstances or by reason of civil commotion and control of the Developer, the Developer shall be entitled to such extension of time with mutual consents of both the parties for completing the project.
20. That the Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Group Housing Project and /or booking and sale of built or un-built area of the developer share.
21. That the building(s) will be treated as completed when the development work in the colony is complete or structure flooring, doors and windows are complete and paint and polish work is also complete along with water and electricity connections.

 शुभम शर्मा सहायक निदेशक
शुभम, Jagnohan Lal Sharma, सहायक निदेशक
शुभम सहायक निदेशक य. मोद. 21/11/11
Shankar Lal.  10


For SHREE VARDHMAN INFRAHOME PVT. LTD.
21/11/11


22. That the actual physical possession of the said land has been delivered/ handed over to the Developer at the spot for the purpose of the above mentioned projected. They shall not be dispossessed there from till the project is complete.
23. That the first transfer by the Owners to their flat buyer shall be free of administrative charge as levied by Private Developers. However, if any Government fees are chargeable then the same shall be paid by the transferee of the Owners.
24. That any increase or decrease in FAR (Floor Area Ratio)/ FSI(Floor Surface Index) shall be shared proportionately.
25. That the common areas of the said Group Housing Project shall be maintained by the professional maintenance agency to be appointed by the Developer. The necessary maintenance charges shall be paid proportionately by the Owner and the Developer in their area sharing ration irrespective of the occupancy. The liability to buy maintenance charge shall accrue from the date of deemed possession i.e. the date when the developer give 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.
26. That the Owner convenants with the Developer that he shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country planning Department, Haryana and/or such other, within a week of receipt of any request form the Developer sign and execute such other documents, letters etc. as may be necessary for the development construction and completion of the said Group Housing Project and the giving effect to the terms of this Agreements.
27. That in case the said property or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owner is lost on account of any defect in the



 24/07/2017
 Jagmohan Lal Sharma
 सुदेश सन्तोष देवा - vithod कुहरा
 21/07/2017
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Owner's title or any litigation started by any one claiming through the Owner or any one claiming title paramount to the Owner or an account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes(s) etc., payable by the owner, in that event the Developer shall give sufficient time to the Owners to rectify the defect in the title of Ownership, if the defect entitled is irremediable the Owner shall be liable to pay the damages, losses, costs and expense including but not confined to business losses sustained by the developers and/or intending buyers of whole or part of the developer share of the built/ un-built area, harmless and indemnified against the Developer or the intending buyer may sustain or incur by reason of any defects in the title of the Owner.


28. That if there be any claim, demand, tax litigation or any nature whatsoever against the Owner, 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 an handing over possession to the intending purchasers, be stopped, compliances of any court orders. It is agreed that such claims, outstanding demands, litigation, and / or court decree shall only be met and satisfied out of owner's share of the built up area of the project building and / or sale proceeds thereof. The Developer shall be entitled to obtain financial assistance from banks/financial institutions by mortgaging/hypothecating/placing as security, the land referred above. The Developer shall obtain such financial assistance to the extent of its share only.
29. That this agreement shall always be deemed to be subject to the usual force major clause.
30. That in case any amount/ fees deposited with the government/any other Authority is refunded to the Owner, the same will be returned to the Developer within fifteen days of receipt of the same and in the event of any delay beyond this period the Owner shall pay interest @ 12%(twelve percent) per annum on the amount so received.

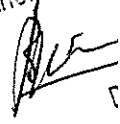
 स. ग. र. ड. म. न. श. म. (S. G. R. D. M. N. S. M.)
अ. ज. नि. Jagmohan Lal Sharma, श. र. २१५, ग. र. १२१, र. १८१, व. १८१
शुद्ध स. ग. र. ड. म. न. श. म. कृ. ६२१११
SHARMA & CO. PVT. LTD.

 श. र. २१५, ग. र. १२१, र. १८१, व. १८१
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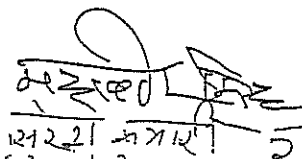
31. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Developer,
32. That for due performance of the obligations contained herein and the smooth and speedy progress of the project the owners shall simultaneously with this agreement execute a special power of attorney in favour of nominee of the Developer(s).
33. That for due performance of the obligations contained her in and the smooth and speedy progress of the project, the owners shall simultaneously with this agreement execute a special power of attorney in favour of nominee of the Developer(s).
34. That the Developer(s) shall be entitled to apply to the State Government or local body or any other appropriate authority for any amendment / revalidation of the approvals / sanctions including any extension thereof at its own cost.
35. That after taking over possession, if any problem arises with the Developer(s) form the neighbors of the adjoining lands and or any other department of otherwise to secure such possession, the same shall be dealt with by the owners and Developer jointly, expenses shall be borne by the developer only.
36. That the owners herby represent, confirms and further undertake to keep the Developer(s) indemnified and harmless against all the encumbrances, claims and damages during the entire period of subsistence of this agreement and in such event the owners shall make good the losses or damages or any, claim or assets in the title or land within a period of subsistence of this agreement and in such event the owners shall make good the losses or damages or any claim of assets in the title of land within a period of 15 days from the date when such defect is brought to the notice of the owners.



 सतीश देवी वरिष्ठावत सुतल
 Jagmohan Leil Sharma, सतीश देवी वरिष्ठावत
 सुदेश सतीश देवी Vinod शर्मा
 Shankar Lal.

VARDHMAN INFRAHOME PVT. L.

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37. That upon execution of this collaboration agreement the Developer is entitled to fix necessary sign boards if necessary and expedient.
38. Than the developer here by undertake to build the said project in conformity with the existing laws and rules and if any defect is detected at any subsequent stage then the developer shall rectify the same at their own cost and will be responsible for its consequences.
39. That the owner shall not interfere or obstruct in any manner whatsoever with the construction, development and completion of the project. However, the owners are entitled to inspect the site and incase of any discrepancy is noticed in construction quality he will inform the developer for rectification.
40. That in the event of parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms or this agreement they shall record such terms in writing as addendum hereto, and no such term shall be binding between the parties until and no such term shall be binding between the parties until and unless they are reduced in writing signed by each of the parties herein.
41. That mutual notices shall be served upon the parties on their respective addresses given above by the courier/registered mail.
42. The essence of this agreement is realization of the payments as mentioned in the above columns failing which this agreement will be treated as null & void and/or will be on the discretion of the Owners to increase the time of the payments.
43. That in the event or the dispute arising between the parties relating to this Agreement or any pert thereof the same shall be referred to the sole arbitration of an arbitrator mutually appointed by both the parties. Upon the parties falling to agree to the appointment of a


 सन्तुष्ट नदीनारायण सु.प्र. मंडल
 उत्तर प्रदेश, Jagmohan Lal Sharma
 सुदेश मोदी वी विनोद कृष्ण


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sole arbitrator the same shall be appointed through the Court in accordance with the Arbitration and Conciliation Act, 1996, the arbitration shall be held on accordance with the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The venue of Arbitration shall be at Gurgaon only.

IN WITNESS WHEREOF the parties have set their hands to this agreement on the day, month and year first above mentioned in the presence of the following witnesses:

He drafted by Sh. Arad Singh ADV

WITNESSES:

1. *Arad Singh*
ADV
DIST COURT
GURGAON

2. *Abhoni Ahlawat*
S/o Bhaymal
Mo 874-500-55
Faridabad

OWNERS:

Vijay
Rajendra
शुभराज जयलाल



Sethi

Shankar Lal

Jagan Lal

Jagan Lal

Jagan Lal Sharma

Shankar Lal

Rajendra

Sethi

Santosh Devi

DEVELOPERS

M.L.