

रजिस्ट्रार कार्यालय
रसीद नं. 4350
001

कार्यालय रजिस्ट्रार

दस्तावेज पेश करने वाले का नाम
M. H. C.

दस्तावेज की तकलीफ करने वाले का नाम
और तकमील की तारीख

दस्तावेज पेश होने की तारीख 1/1

दस्तावेज की किस्त और
मुआवजे की रकम

स्टाम्प मूल्य 100

प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल
शुल्क की रकम का जोड़ और विवरण

शब्दों की संख्या रकम
1000

रजिस्ट्री अधिकारी के हस्ताक्षर



4350
24-9-12

K 418651

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is executed at Sohna on this 24th day of September, 2012

BETWEEN

1. Sh. Dharampal Singh S/o Late Sh. Chet Ram, 2. Sh. Chander Mohan S/o Sh. Dharampal 3. Sh. Priya Mohan S/o Sh. Dharampal. all resident of Village Dhunela, Tehsil Sohna, District Gurgaon. and 4. Sh. Surinder Singh S/o Late Sh. Gopi Singh Resident of House No. 505 Sector 45 Gurgaon Haryana.

All collectively hereinafter referred to as 'the Owner' (which expression shall unless repugnant or opposed to the context thereof shall mean and include his heirs, legal representatives, nominees, agents, executors, administrators and assigns etc. of the first part)

S. P. Kherani

AND

M. Palani

Chander Mohan

[Signature]

[Signature]

Tulseani Construction & Developer dtd Allahabad

RAVINDER SINGH RAGHAVA
STAMP VENDOR
REGN. No. S.V.-15/2011
TEHSIL - SOHNA (HARYANA)

24 SEP 2012

S. No. 2012
Purpose दिनांक 24/09/2012
Signature

प्रलेख नः 4350

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील सोहना	गांव/शहर Dhunela
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण :	
राशि 184,073,750.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: Manoj Goyal, Adv.

यह प्रलेख आज दिनांक 24/09/2012 दिन सोमवार समय 3:42:00PM बजे श्री/श्रीमती/कुमारी Dharampal Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chetram निवासी Dhunela, Sohna द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Tulseani

श्री Dharampal Singh, Chander Mohan, Surinder Singh, Pardeep Mohan

उप/सयुक्त पंजीयन अधिकारी
सोहना

जिवेन्द्र सिंह

सोहना

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी thru Anil Kumar Tulsiani दबेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुधकर समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दबेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।
दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Dhan Singh, Numberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Mandawar, बिहार्/श्रीमती/कुमारी Pardeep Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ram Chander Khatana निवासी Dhunela, Sohna ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 24/09/2012

उप/सयुक्त पंजीयन अधिकारी
सोहना

जिवेन्द्र सिंह

सोहना

Tulsiani Constructions and Developers Limited having its registered Office at 13/1, Alopi Bagh, Punjabi Colony, Allahabad, U.P.- 211 006 through its duly authorized person **Shri Anil Kumar Tulsiani** vide resolution dated 03.09.2012 passed by Board of Directors of the company. hereinafter referred to as '**the Developer**' (which expression shall unless repugnant or opposed to the context thereof shall mean and include its legal representatives, nominees, agents, executors, administrators and assigns etc. of the second part).

WHEREAS the Owners are the absolute owner in possession of the land measuring 199 Kanals and 7 Marlas i.e 24.91875 acre, bearing Khewat No 251, Khatoni No.266, Rectangle No.36, Kila No.2 (8-0), 3/1 (0-18), 8 (1-2), 9 (8-0), Rectangle No.37, 16/2 (3-0), 17 (8-0), 18 (8-0), 19 (8-0), 20 (2-2), khewat no 252 Khatoni No.267, Rectangle No.36, Kila No.1 (8-0), 10 (8-0), 11 (8-0), Rectangle No.37, Kila No. 5/2 (4-0), 6 (8-0), 7 (8-0), 8/1 (3-0), 13/2 (3-0), 14 (8-0), 15 (8-0), khewat no 47 Khatoni No.48, Rectangle No.24, Kila No.22 (8-0), khewat no 265/1 Khatoni No.281, Rectangle No.24, Kila No.21 (2-0), 23/1 (5-0), Rectangle No. 37; Kila No.3/1 (5-0), 8/2 (5-0), khewat no 253 Khatoni No.268, Rectangle No.36, Kila No.12 (8-0), 13 (1-8), 18 (1-14), 19 (8-0), 20 (8-0), Rectangle No.37, Kila No.16/1 (5-0), 23 (8-0), 24 (8-0), 25 (8-0), 22/2 (5-3), situated in the revenue estate of Village Dhunela, Tehsil Sohna, District Gurgaon hereinafter referred to as the **Project Land**.

The share of each owner in the above said Project Land is given below :-

Sl. No.	NAME OF OWNERS	AREA (K - M)
1.	Sh. Dharampal Singh S/o Late Sh.Chet Ram	72 - 2
2.	Sh. Chander Mohan S/o Dharampal and Sh.Priya Mohan S/o Sh.Dharampal, having equal share.	66 - 0
3.	Sh. Surinder Singh S/o Late Sh.Gopi Singh	61 - 5
Total =		199 - 7 i.e. 24.91875 Acres

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Reg. No. 4350 Reg. Year 2012-2013 Book No. 1



पेशकर्ता
Dharampal Singh Chander Mohan Surinder
Singh Poira Mohan

दावेदार
thru:- Anil Kumar Tulsiani Anil Kumar Tulsiani

गवाह
गवाह 1:- Dhan Singh, Namberdar Dhan Singh गवाह 2:- Pardeep Kumar Pardeep Kumar

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,350 आज दिनांक 24/09/2012 को बही नः 1 जिल्द नः 2,072 के पृष्ठ नः 91 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 426 के पृष्ठ सख्या 61 से 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 24/09/2012

उप/संयुक्त पंजीयन अधिकारी
सोहना

संयुक्त पंजीयन अधिकारी
सोहना

AND WHEREAS the Owner and the Developer for their mutual benefit and gain contemplate to develop a group housing colony on the said land (hereinafter referred to as the 'said project') after obtaining the requisite licenses and getting the plans sanctioned/ approved from the concerned Authorities.

AND WHEREAS the Owner is not equipped to execute and complete the said project while the developer has experience, expertise and resources for such projects and also enjoying good reputation in this field and is confident that it is in a position to obtain permission for change of land use/ obtain license etc. from the concerned authorities in respect of the said land, to collaborate with the Owner for the execution and completion of the said project.

AND WHEREAS the parties have mutually agreed to undertake the task of execution and completion of the said Project on the terms and conditions hereunder set forth.

NOW THIS AGREEMENT WITNESSTH AND PARTIES HEREBY AGREE AS UNDER:

1. That the Developer has made enquiries and satisfied itself that the land subject matter of this collaboration agreement can be utilized for the purpose of developing the said group housing colony thereon after obtaining the necessary licenses, permissions and sanctions from the concerned authorities in this behalf.
2. That On execution of this Agreement, the Developer shall, be entitled to enter upon the entire said Land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for obtaining of requisite Licenses, permissions, sanctions and approvals for development, construction and completion of the said project on the said Land.

S.P. Mehta

Pravir Malani

Chhokar

Rajinder Taha

3. That the Developer undertakes to execute and complete the said project entirely at its own cost and expenses and with its own resources after procuring and obtaining the requisite licenses, permissions, sanctions and approvals of all concerned authorities and thereafter to develop a group housing colony on the said land. The Owner agrees to vest in the Developer all requisite powers and authorities of Owner as may be necessary for obtaining the requisite licenses, permissions, sanctions, and approvals for development, construction and completion of the said project. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Developer.
4. That the entire amount required for the cost of construction of the total Project including and not limited to the charges and fees of the architect (s) preparation of plans as also all other statutory fees and charges incidentals including security fees, internal/external development charges, electricity and water, security charges, any type of renewal charges, payable to the government and/or any other authority for the provision of peripheral or external services to the Land / Project including firefighting equipment / arrangements, as may be prescribed by the concerned authority shall be to the account of the Developer till the completion of said project.
5. That the consideration of this agreement is to be given by the Developer to the Owner in respect of the rights which are to be of the Developer, shall be the construction (free of cost to the Owner and free of all encumbrances) of the Owner's allocation. The development of the Owner's allocated share shall be carried out by the Developer at its cost and the same shall belong to the Owner, it being clearly understood and agreed that even in the course of development of Owner's allocation, at all stages of development shall be and is always intended to be property belonging to the Owner without the Owner being required or liable to pay the Developer any amount towards the cost of consideration of the Owner's allocated share. The Owner shall be entitled to deal with its allocation after allotment in any manner deemed fit by it.

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S. P. Malani

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6. That the Developer shall proceed to pay the External Development Charges (E.D.C./ I.D.C. It has been agreed and understood between the parties that the Owner has agreed to pay the E.D.C. / I D C. charges at the time of sale after receiving from the prospective buyer. All other receipts with respect to the Extra Charges (Additional Car Park, Club Membership etc.) shall be shared in the ratio of 65% and 35% (Developer: Owner) as per payment plan opted by prospective buyer to whom the unit is allotted from the developers/owner's share.

The Owner shall be bound to ensure that the entire amount of E.D.C. / I.D.C. paid to the extent of Owners allocation by the Developer is recovered by the owners and paid to the developers as and when owner sells/alienate his part of allocation. Further it is clarified that the owner shall not pay any EDC/ IDC and any other extra charges for the seven flats to be retained by the owner only. In the event the Owner's delay in making the payment of the said charges for 15 days period or more, received from the buyer, the Developer shall be entitled to impose Interest/charges/penalty levied by the Government as per Government norms for the same.

7. That all the rates, cesses, taxes etc. in respect of the said land for the period up to the date of signing of this Collaboration Agreement shall be borne and paid by the Owner, however, for the period during the course of execution and development of the project, till the physical possession of various units/flats/apartments/villas/floors to allottees/buyers, shall be borne and paid by the Developer.

8. That in consideration of the Owner providing the said land and Developer developing the said group housing colony thereupon, the parties have agreed to divide the area in the following manner

Developer's allocation 65%

Owners allocation 35%.

However the area of owners share shall not be less than $35\% \times 1.75 \times 24.91875$ Acres or 35% of the maximum FAR eligible for 24.91875 acres whichever is higher.

The aforesaid percentage of project area shall be split not only for the constructed portion but also basement, parking, unconstructed area, open areas, common areas

H. K. Kulkarni

M. Balaji

Chellabhai

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and proportionate rights in the land underneath including saleable, non saleable area and E W S flats. Receipts of EWS flats shall also be shared in the above ratio. In case additional FAR is allowed by the concerned authorities, during or after the completion of the project, then the Developer at its absolute discretion shall be entitled to get the same sanctioned. In case the Developer proceeds to do so, the additional FAR referred to above shall be got sanctioned and constructed by the Developer at its own cost, and such additional FAR/ area shall be shared and owned by the Owner and the Developer in the ratio of 35% and 65% respectively. However, in case such an additional FAR is allowed after completion of the project even then construction thereof shall be raised by the Developer alone.

9. That the Developer has paid to the Owners a total non refundable amount of Rs. 18,40,73,750/- (Rupees Eighteen Crores Forty Lacs Seventy Three Thousands Seven Hundreds Fifty Only), as good will amount, to enter into this agreement. The Owner shall not be liable to return the said non-refundable amount to the Developer under any circumstances even if the developer is unable to procure the license or the project does not take off for any reasons. However if the land is lost due to defect in the title, the entire non-refundable amount along with a penalty of Rs. 10,00,00,000/- (Rupees Ten Crores Only) shall be paid by the land owners to the Developer.

The Details of the payment are given below:

S.N.	Name of the Owner	Share in Marla	Details of Payment		
			Cheque No.	Date	Amount
1	Dharam Pal Khatana	1442	063934	24.09.2012	72,33,510
2	Dharam Pal Khatana	1442	063930	03.10.2012	79,56,860
3	Dharam Pal Khatana	1442	063936	03.01.2013	2,53,17,281

H.P. Khatana
J. Khatana
M. Khatana

Dharam Pal Khatana

Chalchali

4	Dharam Pal Khatana	1442	063937	03.03.2013	2,60,67,306
5	Surinder Singh Khatana	1225	063931	03.10.2012	67,59,470
6	Surinder Singh Khatana	1225	063927	24.09.2012	61,44,970
7	Surinder Singh Khatana	1225	063938	03.01.2013	2,15,07,399
8	Surinder Singh Khatana	1225	063939	03.03.2013	2,21,44,556
9	Chander Mohan Khatana	660	063932	03.10.2012	36,41,830
10	Chander Mohan Khatana	660	063928	24.09.2012	33,10,760
11	Chander Mohan Khatana	660	063940	03.01.2013	1,15,87,660
12	Chander Mohan Khatana	660	063941	03.03.2013	1,19,30,944
13	Priya Mohan Khatana	660	063933	03.10.2012	36,41,830
14	Priya Mohan Khatana	660	063935	24.09.2012	33,10,760
15	Priya Mohan Khatana	660	063942	03.01.2013	1,15,87,660
16	Priya Mohan Khatana	660	063944	03.03.2013	1,19,30,944

If any cheque as mentioned is returned unpaid due to any reason and the same is not rectified i.e. paid through Demand Draft/ RTGS within 15 days, under such circumstances agreement shall stand cancelled, illegal, null and void without any remedy available in any court of law, and the amount paid till date than shall stand forfeited.

10. That the Owner, as well as developer, shall be entitled to retain, sell, lease or otherwise dispose of his/their/its share in the said group housing colony, whether in whole or in part, to one or more parties and shall also be entitled to all income, gain, capital, appreciation and benefit of all kinds of description accruing, arising or flowing there from. The Developer shall be entitled to create third party interests qua its allocation by way of registration of sale deed(s) only after handing over physical possession of the allocation of the Owner after completing the same in all respects.

S. S. Verma

Balraj

Chhale

Prakash

Prakash

11. That the common areas of the Project shall be maintained by developer or professional maintenance company appointed by the developer & the necessary maintenance charges shall be paid proportionately by the Owner and the Developer in their area sharing ratio irrespective of the occupancy after completion of the project. The liability of the Owner to pay maintenance charges shall accrue from the date when the Developer gives possession to the Owner of area of Owner allocation. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance and resources and the guiding principle would be the cost of maintenance of similar residential group housing colony in Gurgaon.
12. That the respective allocations of the Owner and Developer shall be by a systematic allocation matrix designating apartments allocated to both parties for every tower/ building, each category, each size and each floor of the said project . The Owners shall have the first right to choose from the three equal distributions made by the developer. In case any extra coverage is made by the Developer, all expenses, penalties, costs and consequences thereof shall be borne by the Developer. All types of parking i.e. open, stilt covered etc. shall be shared proportionately between the parties in the same ratio.
13. That the respective allocations of the Owner and the Developer shall be constructed simultaneously having uniform specifications without imposing any extra charges. In case the specifications are modified or improved by the Developer, it shall be bound to provide the same modified specifications for the proportionate share of the Owner as well, without any extra cost to be incurred by the Owner.
14. That the developer has agreed to deliver the possession of the Owner's allocation as per agreed terms and conditions & in case the non-completion of the Project is the result of Force Majeure i.e. by the act of God like earthquake, lightening or any order or notification of the Government, the Developer shall be entitled to extension of

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time for completing the said Project. However the Developer shall make all reasonable endeavors to complete the project in time.

15. That the owners have declared and represented to the developer that the said property is free from all charges ,gifts, mortgage, lien, tenancy, unauthorized occupation, claims, litigations, demands, attachments, court decree and is free from any notice of acquisition. Owner's assures that they will not enter into any kind of agreement/arrangement other than for the purpose of this agreement qua this land. Developers also have verified to the above facts. However any dispute/litigation arises with regard to above land under that circumstances owner is bound to take immediate action and resolve the dispute within earliest possible time in which developer will give full co-operation and support
16. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Group housing colony in consultation and in concurrence with the owners, and get them approved/ sanctioned from the Competent Authority(ies). For this purpose the Developer undertake to engage and employ Architect or Architects, construction company, interior decorators etc, of repute, at its own cost and expenses with mutual consent of the owners . The Developer shall for and on behalf of and in the names of the Owner apply to the Director Town & Planning, Haryana Urban Development Authority and/ or such other authorities as may be concerned in the matter for obtaining the requisite licenses permissions, sanctions and approvals for the execution and completion of the said project in accordance with the applicable Zone Plans.
17. That the parties have agreed to take Annexure-I as the minimum standard of BENCH MARK, which shall be rated by independent agency duly appointed by the owners. Further if any inferiority is reported by the agency, under such circumstances developer shall be liable to upgrade the quality in the project. Failing which owners are at liberty to appoint independent agency to upgrade the quality and recover the

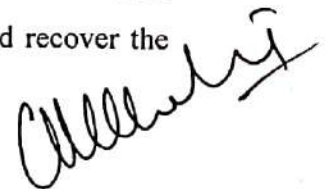




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dues from the developers/ developers share of realisation. For this purpose 50,000sq ft of the developers share shall be withheld by the owners till the completion of the project and handing over of the physical possession to the owners.

18. That the Developer shall be entitled to make modifications in the plan, design and layout depending on the exigencies during the execution of the construction work. The Developer shall utilize maximum permissible F.A.R. and to raise construction thereupon.
19. That both the parties have represented to each other that they are authorized and duly competent to enter into this agreement and this agreement has been duly entered into between them of their free will.
20. That the owners have provided the jamabandi and has executed a Special Power of Attorney along with this agreement for the purpose of various sanctions, permissions, representations, affidavits etc on behalf of owners from time to time to procure the licences, permissions, sanctions etc from various departments/ govt. bodies as the owners will not be available from time to time and no delay be caused on account of owners. Further if any document/documents to be submitted and signed by the owners in person then also owners shall make their availability from time to time and ensure that very objective of this agreement shall never be frustrated in any manner.
21. That the Owner shall provide all information and documents as may be required by the Developer in connection with the said Project and shall render all possible assistance and sign all applications, representation, petitions, indemnities, affidavits, plans and such other documents including special power of attorney(ies), either in its own name or in the name of any of its nominees for the purposes of the submission to the Director, Town and Country Planning-Haryana, Haryana Urban Development Authority, Municipal Committee and/or any other Government statutory authority to enable it to obtain necessary sanctions, permissions and approvals from all or any of

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Paras
A. K. S.

the said authorities in connection with the execution and completion of the said project including the applications for obtaining licenses and getting sanctioned the plans and or to carry out any modification or amendment therein, for obtaining controlled building material, for getting installed electric connections, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this Agreement.

22. That the Developer shall be entitled to the refund of all fees, security deposits and other deposits of whatsoever nature deposited by the Developer with various authorities either in its own name or in the name of the Owner for seeking various approvals, licenses, permissions etc. in respect of the said project. The Owner undertakes that within 15 days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the Developer and in the event of any delay beyond this period the Owner shall pay an interest of 18% per annum on amount as received.
23. That the Owners have separately executed special power of attorney in favour of Tulsiani Constructions And Developers Limited authorizing them jointly and severally to submit applications to various authorities for various requisitions, licenses, permissions, approvals, sanctions, allotment of material and development and completion of the said project and for all purposes mentioned in the said Power of Attorney till the duration and full implementation of agreement in all respects.
24. That the owners shall execute GPA (General Power of Attorney) in favour of the developer, with respect to his share, for sell/lease/booking/allotment/transfer etc. simultaneously at the time of allocation /allotment of owners share after the receipt of license and acceptance of Owners. Further, if the owners fails to execute the said GPA within 15 (Fifteen) working days, the owners shall be liable to pay a penalty of Rs. 3,30,000/- (Rupees Three Lacs Thirty Thousands Only) per day from the date of allocation /allotment of owners share upto the date of execution of GPA, to the developer. However responsibility of registration of G.P.A. shall lie with the Developer.

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25. That the developer shall forward, to the Owner a copy of all the documents/communications submitted/received with regard to this project, for any sanctions/ permissions to any of the authorities or Govt bodies/ person.
26. That the developer has no right to alienate/ mortgage/lien/create charge etc. over the above described land/ project by any means to banking/ non banking financial institutions/or any other person(s) till the completion of the project. However owner and developer shall allow the prospective buyers/ allottees to mortgage their allotments, as required by bankers, to pay the balance sale considerations to developers/ owners or their nominee(s).
27. That if the Owner so wishes then the Developer may help the Owner to sell, lease or dispose of the Owner's share too, and the Owner shall bear all the marketing and other incidental expenses for the same.
28. That the Owner shall not interfere with or obstruct in any manner in the execution, construction/ completion of the said Project by the Developer/ Agency/ Contractor appointed by the Developer as well as booking and sale of Developer's share of areas in the said group housing colony after the developer has successfully settled and allocated the owners share.
29. That after the allocation of the Owner share complete in all respects, the Developer shall have the right to assign, transfer, charge or encumber its rights and benefits under this agreement in favour of any person(s), without the prior approval of the Owner, but not parting with the project before handing over the physical possession of owners share.
30. That the Developer and the Owner shall be entitled to retain, lease, let out, sell or otherwise dispose off their respective shares of allocation, either in whole or in part, to any party as they may deem fit. The owner shall execute various documents in the

H. P. Veeralaxmi

M. Galani

Allesh

A. K. S.

B. S.

favor of such purchasers/transferees/allottees and shall do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favor of such purchaser/transferees/allottees. It is however further agreed that by virtue of the general power of attorney granted by the Owner in favour of the Developer or any of its nominees, if any documents are executed and receipts issued by the Developer for and on behalf of the Owner so as to confer title of any part of the Developer's share on any person or persons, then the same shall conclusively bind both the parties but at the sole liability of the developer and owners are indemnified against such commitments. However, the Developer would not create any third party rights by way of registered sale deed(s) without handing over the allocation of proportionate share of every phase of the project,(as the project shall be developed in different phases), to the Owner complete in all respects, to the satisfaction of the parties in accordance with the contents of this agreement. Up to two transfers by the Owner/its nominee/allotee, of his allocation of flats, shall be free of administrative charges as levied by the Developer. However, if any government fee is payable, the same shall be paid by the transferees of the Owner.

31. That the parties hereto shall be liable in respect of income tax and other fiscal liabilities/taxes for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.

32. That the Developer undertakes not to do or cause to be done any act, omission or thing which may in any manner contravene any rule, law and regulations or which may amount to breach of any of the terms of this agreement and shall keep the Owner harmless and indemnified against all such claims arising out of any willful act, conduct or omission of the Developer. The Developer alone shall be responsible for any civil or criminal liability arising after execution of this agreement and Owner shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.

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33. That since considerable expenditure, efforts & expertise is involved in getting the land use changed and obtaining the licenses for the proposed group housing colony, it is the condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the said Group housing colony, the Owner or its nominee or legal heirs will not cancel or back out from this agreement under any circumstances subject to the Developer performing its part of obligation under this agreement. However, in case the Owner, its nominee or legal heirs would otherwise cancel or back out from this agreement, in that event the Developer besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of Owner. Owners, their nominees or their legal heirs shall not enter into any agreement with respect to the said land with any third party except for achieving the objective of this agreement.
34. That on receipt of the License pursuant to the Letter of Intent, the Developer shall be at liberty to put up its sign boards, duly mentioning the name and style mutually agreed by both parties. at the premises of the said Land with the legend that the building to be constructed as above is a residential group housing colony wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the competent authority, and to have temporary site office in any part of the said Land of which total permissive possession has been handed over to the Developer for the purpose of construction and to fulfill obligations. It is specifically agreed and understood that the permission and authority granted by the Owner to the Developer under this clause, does not empower the Developer to carry out any construction work on the said Land until License is granted by the competent authority(s) as contemplated herein.
35. That it is agreed between the parties that the permissive possession of the said Land/property shall be delivered when Letter Of Intent (LOI) is issued to the Developer only for the purpose of the Project and the same shall not be disturbed and it shall not be dispossessed there from till the Project is complete subject to due performance of terms and conditions of this Agreement by the Developer. The

H. S. Veerababu

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Project shall be deemed to have been completed when the structure of the building has been completed and application is submitted by the Developer to the concerned statutory authority for obtaining the Completion Certificate from the competent authority, subject to clearing all objections raised by the authorities thereon.

36. That, subject to the provisions of this Agreement, the Developer shall be at liberty to obtain booking of any area forming part of its allocation after obtaining License from competent authorities. The Parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective shares of the built up area as detailed above, any units or spaces in the said residential group housing colony to be put up at the said Land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town and Country Planning Department, Haryana or any other authority concerned with the matter. The Parties further agree and undertake to keep the other Party harmless and indemnified against all claims and demand resulting there from.
37. That the Owner/ its authorized representatives shall be entitled to inspect and check the quality and pace of construction from time to time and the Developer shall have no objection thereto, also if any variance is detected from the sanctioned /agreed plans than developer is bound to rectify same in a reasonable period. Further the developer shall be liable for any defect detected in finishing job defects for one year, and for structural defect for three years and rectify the same. The owners shall be kept indemnified against any claims/penalties of any kind, civil/criminal arising due to defects in finishing /structure.
38. That it is clarified that the ownership in the said land shall continue to vest exclusively in the Owner, and Developer shall not be entitled to claim any right or title in the said land or any part thereof before successful completion of the group housing colony as provided herein after which the ownership in the property shall be of both the parties as per their respective shares.

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39. Since the said land is inherited by the owners it is their emotional desire and condition of this agreement, to give respect to their ancestors so it is agreed between the parties that the developer shall give due respect and recognition to their ancestor Capt Chet Ram whose name shall form the integral part of the project and shall be mentioned in all the prospectus/brouchers/saled deeds/hoardings/main-gate/advertisements etc . Also the commercial complex and suitable prominent road shall be named after the name of late sub Gopi chand who made supreme sacrifice for the nation. these shall not be removed / altered/changed /omitted from this project without the written consent of owners, even if the owners exit from the project.
40. Since the time is essence of this agreement it is agreed between the parties that the project is to be completed within 5 years of sanction of building plan, beyond which the developer shall pay the owners a penalty of Rs.15/- per Sq.Ft. per month for the first year and Rs 20/- Per sq ft per month (Payable on monthly basis) for subsequent One Year, for the delayed period beyond 5 years on the unsold area of the Owners share not delivered to the owner. Further if the project is not completed in 7(Seven) years from the date of sanction of the building plans, then the owner shall have the discretion to continue with the project or exit from the project.
- (a) If the owner uses his discretionary powers to exit from the project then the developer shall reimburse the owner the cost of the land, as on date, @ Rs. 5.50,00,000/- Per Acre (Rupees Five Crores and fifty Lacs Only Per Acre) along with interest of 18% p.a. compounded every year from the date of signing this agreement up to the date of settlement, and the owner shall relinquish all his rights in the project in favor of the developer along with all the realizations made by the owner from his part of the allocation.
- (b) If the owner decides to continue with the project than the developer shall continue to pay the penalty with enhanced rate as mutually decided at that stage.

B. P. Verma
M. K. Verma
Chhetri

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(c) If developer does not settle the owners account on his exercising the exit clause as mentioned above in sub clause (a) within the mutually decided period, but not exceeding three months, then the developer shall relinquish all his rights in the project in favor of the owner and settle all his liabilities in the project.

41. That the agreement be executed in duplicate with separate copy of owners and developers and the address disclosed in this agreement shall be the address of communication. Registered Copy of this agreement shall be kept by the Developer.

42. That Owners are always free and entitled to deal with their share of allocation and developer will not raise any kind of objection in this regard rather will issue all or any document required for the purpose i.e. booking/allotment etc. Developer is liable to maintain all records and document for this project including all future transactions and formats for booking/allotment/conveyance deed sale deed etc to maintain the uniformity and avoid any duplicate.

43. That incase any consideration is received by the developer on behalf of the owners allocation from any prospective customers the owners share of the same shall be transferred to the owner within 7 working days from the date of receipt of the same.

44. That it is agreed between the parties that Developer Company shall be responsible for compliance of all terms and conditions of licence/Provisions of Act of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by DGTCP, Haryana whichever is earlier and this agreement is irrevocable and no modification/alteration etc. in the terms and conditions of the agreement shall be made without prior approval of Director General Town and Country Planning Haryana.

45. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes.

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modifications or alterations to this agreement shall be done without the consent of the parties hereto. All expenses for transfer of title after completion of the project shall be borne exclusively by the Developer.

46. That this agreement is not and shall not however, be deemed to be constituted as a partnership between the parties hereto nor will be the same be ever deemed to constitute one as the agent of the other.
47. That if any provision of this agreement shall at any time is determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to conform to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
48. That the failure of the either party to enforce at any time or for any period any of the provisions of this agreement shall not be construed to be waiver of that provision or of the right to enforce such provision.
49. (a) Unless otherwise stated, all notices, approvals, instructions, demand and other communication given or made under this agreement shall be in writing and may be given by E-mail, by personal delivery or by sending the same by pre-paid registered mail or by recognized courier addressed to the relevant Party at its address (or such other address as the addressee has seven (7) days' prior written notice specified to the other Parties):

To Land Owner Attention : Mr. Surinder Singh Khatana
Address : House No. 505, Sector- 45,
Gurgaon, Haryana
E-mail Address : surinder005@yahoo.com

Attention : Mr. Chander Mohan Khatana/
Mr. Dharam Pal Khatana/
Mr. Priya Mohan Khatana
Address : Village Dhunela, Tehsil Sohna,
District- Gurgaon, Haryana-
122103

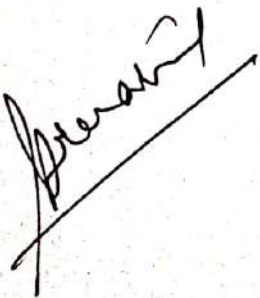
E-mail Address : chanderkm@rediffmail.com

To the Developer Attention : Mr. Anil Kumar Tulsiani
Address : 13/1, Alopri Bagh,
Punjabi Colony,
Allahabad, U.P.- 211 006
E mail Address : tcdl.cmd@gmail.com

(b) Any notice required or permitted to be given hereunder shall be effectively served (i) if delivered personally, upon receipt by the other Party; or (ii) if sent by prepaid courier service, registered mail, within seven (7) days of being sent; or (iii) if given or made by e-mail, upon receipt of a transmission report confirming dispatch. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

50. That any dispute arising out of or in connection with this Agreement, shall be resolved by mutual discussion by both parties and this agreement shall be subject to the jurisdiction of Courts at Gurgaon/Punjab and Haryana High Court.

IN WITNESS WHEREOF the parties aforementioned have executed this collaboration agreement on the date and place first mentioned above.











Dharampal Singh

Chander Mohan

Priya Mohan

Surinder Singh

(ALL OWNERS)

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Tulsiani Constructions & Developers Ltd.

TULSIANI CONSTRUCTIONS AND DEVELOPERS LIMITED

C. & MD.

(DEVELOPER)

WITNESSES:

1. Signature

Name

S/o / W/o / D/o

Address

Occupation

I.D. No.

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जनसिंह नम्बरदार

मण्डवा नरडो सोहना (मडगाडी)

Occupation

I.D. No.

2. Signature

Name

S/o / W/o / D/o

Address

Occupation

I.D. No.

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Pradeep Khatawa

S/o Ram Chandas Khatawa

do Dhuvalla (Solun)

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MINIMUM STANDARD SPECIFICATION

• **Structure External Finish**

Earthquake Resistant RCC frame structure. Weather resistant Texture Paint/Aluminum Composite Panel/Glazing

• **Dining & Passage**

- ◆ **Floor:** Imported / Italian Marble / Vitrified tiles
- ◆ **Walls:** POP punning on plastered surface and painted with Pleasing shades of Plastic Emulsion paint.
- ◆ **Ceiling:** POP False ceiling and painted with Pleasing shades of Plastic Emulsion paint.

• **Master Bed Room**

- ◆ **Floor:** Engineered Wooden Flooring.
- ◆ **Walls:** POP punning on plastered surface painted with Pleasing shades of Plastic Emulsion paint.
- ◆ **Ceiling:** False ceiling as required and balance to be done with POP punning and painted with Pleasing shades of Plastic Emulsion paint.

• **Drawing Room**

- ◆ **Floor:** Imported / Italian Marble
- ◆ **Wall:** POP punning on plastered surface and painted with Pleasing shades of Plastic Emulsion paint.
- ◆ **Ceiling:** False ceiling as required and balance to be done with POP punning and painted with Pleasing shades of Plastic Emulsion paint.

• **Master Toilet**

- ◆ **Walls:** Vitrified/ Ceramic Tile Cladding
- ◆ **Floor:** Anti-skid vitrified tiles

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M. ...
A. K. ...
C. ...
S. ...

◆ **Fitting/Fixtures:** Wash Basins, wall hung W.C., Shower Cubical, Single Lever, C.P Brass Fitting, Provision for Hot & Cold Water (Geyser), Mirror

◆ **Counter:** Imported Stone / Granite

• **Doors & Windows**

◆ **Entrance Door:** Seasoned hardwood frame& hardwood shutter with veneer/ Laminate or melamine polish & Electronic lock

◆ **Internal Doors:** Seasoned hardwood frame& hardwood shutter with laminated and mortise lock

◆ **External Door/Windows:** UPVC /Aluminum single Tinted glass.

• **Lift Lobby/Corridors**

◆ **Floor:** On Ground floor imported marble & subsequent floors with Tiles

◆ **Walls:** Plaster with POP punning & painted with Pleasing shades of Plastic Emulsion Paint.

◆ **Ceiling:** Plaster with POP punning & Painted with Pleasing shades of Plastic Emulsion Paint.

• **Electrical**

◆ **Light:** Modern design – CFL wall and ceiling mounted lights

◆ **Wire:** Copper Concealed Wiring.

◆ **Plug:** Plug Point in each bedroom/drawing/dining & Lounge

◆ **Switch:** Modular switches

◆ **Air Conditioning:** Window / Split A. Cs

◆ **Fans:** Decorative Fans

◆ **Telephone/Data:** Telephone cable pre-wired rooms, Internet Ready (CAT 6)

• **Security**

24 hrs. manned periphery security for the complex.

Boom barrier for main gate

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Access control through CCTV at basement & entrance of ground floor

Video door phone on each flat.

- **Other Bedrooms**

- ◆ **Floor:** Laminated Wooden Flooring

- ◆ **Walls:** Plaster with POP Punning and painted with plastic Emulsion Paint.

- ◆ **Ceiling:** False ceiling as required and balance to be done with POP punning and painted with Pleasing shades of Plastic Emulsion paint.

- **Servant Room**

- ◆ **Floor:** Anti-skid Ceramic Tiles

- ◆ **Walls:** Water Repellent Paint

- ◆ **Ceiling:** Plaster with POP punning and painted with pleasing shades of Emulsion Paint

- **Kitchen**

- ◆ **Floor:** Anti-skid Vitrified Tiles

- ◆ **Walls:** Vitrified Tiles upto 2'-0" ht above the counter level rest POP punning and painted with Pleasing shades of Plastic Emulsion Paint

- ◆ **Ceiling:** Plaster with POP punning and painted with Pleasing shades of Plastic Emulsion Paint

- ◆ **Platform:** Granite Counter with double bowl stainless steel sink.

- ◆ **Cabinets:** Modular Kitchen with laminated shutter and S.S. 304 Grade Accessories.

- ◆ **Chimney & Hobs:** S.S Finish.

- ◆ **Geyser**

- **Balconies:**

- ◆ **Floor:** Anti-skid Vitrified Tiles

- ◆ **Walls:** External Grade Water Repellent Paint

- ◆ **Ceiling:** External Grade Water Repellent Paint

- ◆ **Railing:** S. S /M.S. Railing as per design

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- **Other Toilets**

- ◆ **Floor:** Anti-skid Ceramic Tiles
- ◆ **Walls:** Ceramic Tiles upto 7'-0' ceiling ht
- ◆ **Fittings/Fixtures:** W.C. & Wash basin of matching shades, single lever, C.P. brass fittings, provision for hot & cold water system (geyser), mirror, shower, cubical/curtain
- ◆ **Counter:** Granite wherever required otherwise flat wash basin/artificial imported stone.

- **Technology**

- ◆ Lighting & fire fighting system as per norms
- ◆ STP (Sewage Treatment Plant)
- ◆ Rainwater harvesting system.
- ◆ Y-Max enabled campus.
- ◆ Power Back Up

- **Lift**

- ◆ 2 nos. Passenger lift in each tower & one additional service lift.
- ◆ Intercom & Camera in Lifts connected to Guard Room

- **Facilities**

- ◆ Car parking for each apartment as per norms.
- ◆ Business Center.
- ◆ Multipurpose hall.
- ◆ Kids Theme Park
- ◆ Indoor games Room Connection for satellite TV
- ◆ Television lobby

- **Club Facilities**

- ◆ Swimming pool
- ◆ Gymnasium
- ◆ Cafeteria / Restaurant
- ◆ Conference Room with all Business Facilities
- ◆ Daily Convenience Shops
- ◆ Spa Facilities

Aravind

A. Venkatesh

Aravind

Aravind
A. K. S. S.