भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA L 550999

12721

THE SEAL GURGAON

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurgaon on this 30th day of August, 2013

BETWEEN

(1) Mr. Sukhbir Singh Son of Sh. Bhim singh S/o Sh. Dalpat, (2) Mr. Raj Hans S/o Sh. Baljit Singh, (3) Mr. Manoj Singh S/o Sh. Ajit Singh, (4) Mr. Dinesh Arya S/o Sh. Ishwar Singh Arya, all residents of Village Gurgaon, Tehsil and District Gurgaon. (hereinafter collectively called the "OWNERS" which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assigns etc.) the party of the **FIRST PART**.

AND

M/s. Perfect Buildwell Private Limited, a company incorporated under the Companies Act, 1956 having its office at D-64, Defence Colony, New Delhi through its authorized person Shri Ajay Bharti who has been empowered to execute this agreement vide Board Resolution dated 24.08.2013 (hereinafter called the **"DEVELOPER"** which expression unless repugnant

Manoj Dinesh

Sukhbir Singh Bhim Singh

PARDEEP KHANNA
STAMP VENDOR
GURGAON
30 AUG 2013

प्रलेख नः 12721

दिनांक 30/08/2013

डीड सबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर Gurgaon Gaon
भवन का विवरण	
भूमि का विवरण	
धन सबंधी विवरण	
राशि 21,698,000.00 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

Drafted By: C L Arora Adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनाँक 30/08/2013 दिन शुक्रवार समय 11:59:00AM बजे श्री/श्रीमती/कुमारी Sukhbir Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Bhim Singh निवासी Vill Gurgaon द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप / सयुंक्त पंजीयन अधिकारी
गुडगांवा

श्री Dinesh Arya, Sukhbir Singh, Manoj Singh, Raj Hans

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Ajay Bharti दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी S C Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGN व श्री/श्रीमती/कुमारी C L Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGN ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः2 की पहचान करता है।

दिनाँक 30/08/2013

उप / सयुंक्त पँजीयन अधिकारी
गुडगांवा

2. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNERS agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNERS as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.

3. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.

4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

5. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority till obtaining of license shall be wholly to the account of the DEVELOPER.

Reg. No.	Reg. Year	Book No.
12,721	2013-2014	1

पेशकर्ता	Sukhbir Singh	
पेशकर्ता	Raj Hans	
पेशकर्ता	Manoj Singh	
पेशकर्ता	Dinesh Arya	
दावेदार	Thru- Ajay Bharti	
गवाह	S C Arora	
गवाह	C L Arora	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 12,721 आज दिनाँक 30/08/2013 को बही न: 1 जिल्द न: 13,049 के पृष्ठ न: 176 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,098 के पृष्ठ सख्या 94 से 95 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 ।

दिनाँक 30/08/2013

उप / संयुक्त पँजीयन अधिकारी
गुडगांवा

or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the **SECOND PART**.

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS OWNERS are full fledged, lawful and absolute owners in possession of land situated in the revenue estate of Gurgaon, Tehsil and District Gurgaon which has been fully described in Annexure A attached herewith which shall be deemed to be part and parcel of this collaboration agreemement. (hereinafter referred to as 'Said Land').

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the OWNERS have a perfect, clear, marketable and legal title to the Said Land and are fully entitled in law to deal with the same.

WHEREAS in view of their track record and expertise in real estate development, the OWNERS have approached the DEVELOPER for development of the Said Land as an Affordable Housing Project on collaboration basis at their expense and share the proceeds of the built up area as mentioned hereunder amongst themselves.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned:-

NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under:-

1. That the subject matter of this collaboration agreement between the OWNERS and the DEVELOPER is the said land situated in revenue estate of Gurgaon, Tehsil and District Gurgaon fully described in annexure A attached herewith for utilizing the same for construction and development of the same as an Affordable Housing Project by the DEVELOPER.

Reg. No.	Reg. Year	Book No.
12,721	2013-2014	1

पेशकर्ता

दावेदार

गवाह

पेशकर्ता

उप /सयुंक्त पंजीयन अधिकारी

SEAL OF REGISTRAR GURGAON

6. That all statutory fees and charges incidentals including scrutiny fees, licence fees, conversion charges, relating to obtaining of license till the date of grant of license shall be paid by the DEVELOPER. The cost of raising of construction shall be incurred by the DEVELOPER. Thereafter, the said charges relating to compliance of license conditions shall be deducted from the sale consideration received by sale of apartments in the project. In case any other additional charges are payable to the government and/or any other authority for the provision of peripheral or external services to the said land like water, sewerage or electricity supply, the same shall be deducted from the sale consideration received by sale of apartments in the project.

7. That the DEVELOPER shall be entitled to obtain loans/financial assistance from banks/financial institutions by placing the said land as security and/or by mortgaging the same. The OWNERS admit and acknowledge that the DEVELOPER shall have the unhindered right to do so. The OWNERS undertake to execute requisite documents and to do all such acts, deeds and things as may be required so as to enable the DEVELOPER to obtain loans/financial assistance from banks/financial institutions. The OWNERS further undertake to hand over to the concerned bank/financial institutions the original documents of title pertaining to the said land. However, the amounts raised from mortgage of the land in question shall only be utilised for execution of the project and for payment of amounts in respect thereof.

8. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to own as property belonging to the DEVELOPER the said Affordable Housing Project as also all the common areas and common facilities subject to payment of the share of consideration to the OWNERS as stated hereinafter. The OWNERS shall separately grant an irrevocable registered general power of attorney to the DEVELOPER for obtaining permissions for change of land use, procuring licence, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction. The Power of Attorney shall also authorize the

THE SEAL OF
THE SUB
GURGAON

DEVELOPER to discharge its part of the obligations under this collaboration agreement and to let out/mortgage/sell the constructed/unconstructed and/or developed/undeveloped portions of the Project. The Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

9. That it is further admitted by the OWNERS that the attorney referred to above shall be executed/registered in accordance with Section 202 of the Indian Contract Act, 1872.

10. That, the irrevocable registered general power of attorney executed in favour of the DEVELOPER for obtaining sanction of site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of areas forming part of the project shall not be cancelled by the OWNERS. The Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

11. That after grant of license for development of Affordable Housing Project , the DEVELOPER shall be entitled to get executed and registered sale deed(s) in respect of the said land from the OWNERS. The OWNERS shall proceed to do so as and when called upon by the DEVELOPER subject to obtaining of license.

12. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNERS. After execution of this contract, the OWNERS shall only be entitled to realise the promised consideration amount as set out in this agreement from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land.

13. That acting on the representations of the OWNERS the DEVELOPER is proceeding to deposit a sum of **Rs. 2,16,98,000/- (Rs. Two Cror Sixteen Lac Ninety Eight Thousand only)** towards security deposit with the OWNERS in the following manner :-

THE SEAL OF THE SUB GURGAON

(i) Rs. 1,30,00,000/- (Rs. One Cror Thirty Lac only) vide cheque bearing no. 413701, dated 15.09.2013 drawn on Vijaya Bank, Defence Colony, New Delhi, payable to Mr. Sukhbir Singh.

(ii) Rs. 43,49,000/- (Rs. Forty Three Lac Forty Nine Thousand only) vide cheque bearing no. 413702 dated 15.09.2013 drawn on Vijaya Bank, Defence Colony, New Delhi, payable to Mr. Raj Hans.

(iii) Rs. 43,49,000/- (Rs. Forty Three Lac Forty Nine Thousand only) vide cheque bearing no. 413703 dated 15.09.2013 drawn on Vijaya Bank, Defence Colony, New Delhi, payable to Mr. Manoj Singh.

14. That in case for some reason the letter of intent in respect of the Affordable Housing Project is not granted by Town and Country Planning Department, Haryana, within a period of 12 months in that event the amount of **Rs. 2,16,98,000/- (Rs. Two Cror Sixteen Lac Ninety Eight Thousand only)** paid as security amount by the DEVELOPER to the OWNERS shall not be refunded by the OWNERS.

15. That the DEVELOPER shall apply for license for development of Affordable Housing Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to execution of this contract. The DEVELOPER shall complete all formalities for obtaining permission for change of land use/licence. In case the permission for change of land use/licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the DEVELOPER is unable to obtain the requisite permission for development of the said land the OWNERS shall have no claim against the DEVELOPER. No liability, however, will be passed to the OWNERS for any expenses incurred by the DEVELOPER.

16. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNERS, the

SEAL OF
THE SUB REGISTRAR
GURGAON

same shall be returned to the DEVELOPER within ten days of the receipt of the same and in the event of any delay beyond this period the OWNERS will pay an interest @ 12% per annum on the amounts so received.

17. That the OWNERS have handed over actual physical and vacant possession of the aforesaid land to the DEVELOPER at the spot for promotion, development, construction, mortgage/sale of the project.

18. That the DEVELOPER shall start the development work after grant of sanction of layout plan and environmental clearance and shall complete the development of the Affordable Housing Project within 48 months therefrom and/or such extended period as may be mutually agreed between the parties. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER or force majeure, the DEVELOPER shall be entitled to extension of time for completing the said project.

19. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed complex it is the condition of this agreement that after execution of this contract and/or obtaining of licence and the required permission from the concerned authorities for construction on the said land, the OWNERS / or their nominees or their legal heirs will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through process of law at the cost and risk of the OWNERS and during such pendency of the suit the OWNERS shall not enter into any agreement with respect to the said land with any third party.

20. That the OWNERS are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNERS are aware that in terms of

THE SEAL OF
SUB REGISTRAR
GURGAON

the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state. The OWNERS are further aware that a comprehensive project report is required to be submitted by the DEVELOPER for the purpose of obtaining requisite licence/permission for establishment of the Affordable Housing Project over the Said Land. The OWNERS specifically agree that the DEVELOPER shall be entitled to get the project report prepared for this purpose.

21. That the OWNERS are further aware that the maximum FAR shall be 225. The OWNERS are further aware that the sales are to be made on carpet area basis and that in district Gurgaon allotment rate of the apartments shall be Rs.4000/– per square feet. The OWNERS are further aware that the apartment sizes in the project are to be constructed within the range mentioned in the applicable policy. The OWNERS has examined the aforesaid policy in detail and is aware of the fact that parking facilities to be provided for cars and two wheelers in the project.

22. That the OWNERS are further aware of the fact that the community site is to be made size of which shall not be less than 2000 square feet. The OWNERS are further aware of the fact Anganwadi-cum-Creche of not less than 2000 sq. feet shall also be required to be constructed in the project.

23. That scrutiny of the policy has made it evident to both the parties to this contract that commercial component of 4% available in the project shall be used for the purpose of maintenance of the Affordable Housing Project for a period of five years from the date of grant of occupation certificate. In case the income derived from the aforesaid commercial component is not adequate to meet the maintenance expenses, in that event the deficit amount shall be contributed by the parties to this contract in the same ratio as provided herein for apportionment of sale consideration amount.

24. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The

THE SEAL OF
THE SUB REGISTRAR
GURGAON

DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

25. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account which shall be operated by the DEVELOPER. Moreover, specific instructions shall be given by the parties to the banker to the effect that out of all proceeds deposited in the aforesaid bank account, amounts in the following ratio shall be transferred by the banker to the indicated bank accounts of the OWNERS and the DEVELOPER within a period of 48 hours in the following ratio:-

(i) OWNERS – 40%
(ii)DEVELOPER - 60 %

26. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNERS as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker and to further monitor the transactions from the said bank account by viewing the same from the website of the bank.

27. That the aforesaid arrangement shall continue till the implementation of the project in all respects.

28. That in case floor area ratio is increased under the rules and regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be jointly incurred by the DEVELOPER and the OWNERS in the space sharing ratio. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall also be divided between the OWNERS and the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. The cost of

THE SEAL OF
THE SUB REGISTRAR
GURGAON

sanction of the increased area shall be incurred shall be pro-rata borne by the OWNERS.

29. That the OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNERS shall also within a week of receipt of any request from the DEVEOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

30. That the OWNERS undertake irrevocably to constitute the DEVELOPER through its authorized signatory Mr. Ajay Bharti/ Mr. Abhay Chawla as their lawful attorney jointly and severally by a separate document for submitting applications to the various authorities, requisitions, licences, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of apartments in the building and for all purposes mentioned in the agreement and in the draft of power of attorney, approved by the parties hereto. The DEVELOPER shall also be entitled to open a bank account for depositing the sale proceeds realised from sale of the apartments in the project. The PARTIESshall be bound to ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred in favour of the prospective purchasers.

31. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during


SEAL
SURGARCH

construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNERS.

32. That the OWNERS and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

33. That the DEVELOPER shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the said building. All charges like external development charges, internal development charges etc. recovered from the allottees shall belong exclusively to the DEVELOPER and the OWNERS shall have no concern therewith. The OWNERS undertake that within seven days of the receipt of any such refund referred to hereinabove, they shall pass on the same to the DEVELOPER and any delay by the OWNERS in passing on the refund to the DEVELOPER in this regard shall entail interest @ 12% per annum.

34. That OWNERS have declared and represented to the DEVELPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the OWNERS and that the OWNERS shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into this agreement relying/acting upon these declarations and representations / undertakings of the OWNERS.

35. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNERS are lost on account of any defect in the OWNERS title or any litigation started by any one claiming through the OWNERS or any one claiming title paramount to the OWNERS or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNERS, the OWNERS shall be liable to pay the

damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNERS expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNERS.

36. That if there be any claim, demand, tax, litigation of any nature whatsoever against the OWNERS, then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of OWNERS share of the built up area of the project building and/or the sale proceeds thereof.

37. That the OWNERS undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.

38. That the OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

39. 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 change of

THE SEAL OF
THE SUB REGISTRAR
GURGAON

land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is a Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the OWNERS to the DEVELOPER under this clause, does not empower the DEVELOPER to carry out any construction work on the said land until layout plans have been sanctioned and environmental clearance has been granted by the competent authority(s) as contemplated herein.

40. That it is agreed between the parties that the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above mentioned project shall not be disturbed and DEVELOPER shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the structure of the building has been completed.

41. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

THE SEAL OF
THE SUB
GURGAON

42. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

43. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.

44. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.

45. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:

    a) these presents do not create any Partnership between the parties hereto;

    b) each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;

    c) each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realisation received by each of them under these presents;

46. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.

THE SEALY
THE SUN
GURGAON

Σ000b1Σ9

47. That the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

48. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.

49. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

50. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent 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.

51. That in the event of any disputes, differences or disagreements between the parties in connection with this collaboration agreement or regarding its interpretations, terms and conditions, enforcement, breach etc. shall be referable to a sole arbitrator to be appointed by the mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The seat of arbitration shall be a Gurgaon.

52. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters relating to Arbitration etc.

THE SEAL OF
THE SUB REGISTRAR
GURGAON

That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER only.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

C. L. ARORA
Advocate
Distt. Courts, Gurgaon
30/8/13

WITNESSES

① C. L. ARORA
Advocate
Distt. Courts, Gurgaon

② S. C. Arora
Advocate
District Courts, Gurgaon

OWNERS

1. Mr. Sukhbir Singh S/o Bhim Singh
2. Mr. Raj Hans S/o Baljit Singh
3. Mr. Manoj Singh S/o Ajit Singh
4. Mr. Dinesh Arya S/o Ishwar Singh Arya

DEVELOPER
M/s Perfect Buildwell Pvt. Ltd.
through its authorized person
Shri Ajay Bharti

THE SEAL

THE SUB

GURGAON

ANNEXURE-A

Details of land forming part of collaboration agreement situated in the revenue estate of Gurgaon, Tehsil and District Gurgaon.

(i) Land bearing Khewat/Khata no. 4738/6253, Khasra no. 6354/268(2-9-0), 6356/269(0-15-0) owned and possessed by Sukhbir Singh son of Bhim singh S/o Sh. Dalpat, 2/5 share, and Dinesh Arya S/o Sh. Ishwar Singh Arya 1/10 share. Mr. Rajhans s/o sh. Baljeet singh 1/5 share, Mr. Manoj s/o sh. Ajit singh 1/10 share.

(ii) Land bearing Khewat/Khata no. 4739/6254, 4741/6256, khasra no. 6351/267(0-15-0), 6353/268(2-9-0), 6357/269(3-5-0), owned and possessed by Sukhbir Singh son of Bhim singh S/o Sh. Dalpat, ½ share, and Rajhans s/o Sh Baljeet Singh 1/6 share, and Manoj Singh S/o Sh. Ajit Singh 1/6 share.

OWNERS

1. Mr. Sukhbir Singh S/o Bhim Singh,
2. Mr. Raj Hans S/o Baljit Singh
3. Mr. Manoj Singh S/o Ajit Singh
4. Dinesh Arya S/o Sh. Ishwar Singh Arya

DEVELOPER
M/s Perfect Buildwell Private Limited through its authorized person Sh. Ajay Bharti

56

Agreement

SEAL OF
REGISTRAR
GURGAON

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA 12 858 SEAL L 597793

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurgaon on this 20th day of August, 2013

BETWEEN

(1) Mr. Manoj Singh S/o Sh. Ajit Singh, (2) Mrs. Sheela Devi W/o Late sh. Ajit Singh; (3) Mrs. Ritu D/o Mr. Ajit Singh, all residents of Village Gurgaon, Tehsil and District Gurgaon. (hereinafter collectively called the "OWNERS" which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

AND

M/s. Perfect Buildwell Private Limited, a company incorporated under the Companies Act, 1956 having its office at D-64, Defence Colony, New Delhi through its authorized person Shri Ajay Bharti who has been empowered to execute this agreement vide Board Resolution dated 24.08.2013 (hereinafter called the "DEVELOPER" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

Ritu

Manoj

14384 मनोज सिंह आदि बनाम

ISHWAR SINGH
STAMP VENDOR
TEHSIL GURGAON
Sign.....

प्रवेश न: 12858

डीड सबंधी विवरण	
डीड का नाम AGREEMENT	30/8/13
तहसील/सब-तहसील गुडगांवा	गांव/शहर Gurgaon Gaon
भवन का विवरण	
भूमि का विवरण	
धन सबंधी विवरण	
राशि 100,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 500.00 रुपये . मेस्टिंग शुल्क 2.00 रुपये

Drafted By: Self

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 30/08/2013 दिन शुक्रवार समय 8:09:00PM बजे श्री/श्रीमती/कुमारी Manoj Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ajit Singh निवासी Vill- Gurgaon, Teh & Distt- Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/सयुंक्त पंजीयन अधिकारी
गुडगांवा

हस्ताक्षर प्र

श्री Manoj Singh, Shoela Devi, Ritu

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thur[illegible] Bh[illegible] दसेवर हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दसेवर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अन्य अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी [illegible] पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ranjit Singh निवासी Vill-Kherki Majra, श्री/श्रीमती/कुमारी Sandeep Maheshwari पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M C Maheshwari निवासी S-239, Panchsheel Park, New Delhi न: ने की हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 30/08/2013

उप/सयुंक्त पंजीयन अधिकारी
गुडगांवा

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS OWNERS are full fledged, lawful and absolute owners in possession of land situated in the revenue estate of Gurgaon, Tehsil and District Gurgaon which has been fully described in Annexure A attached herewith which shall be deemed to be part and parcel of this collaboration agreemement. (hereinafter referred to as 'Said Land').

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the OWNERS have a perfect, clear, marketable and legal title to the Said Land and are fully entitled in law to deal with the same.

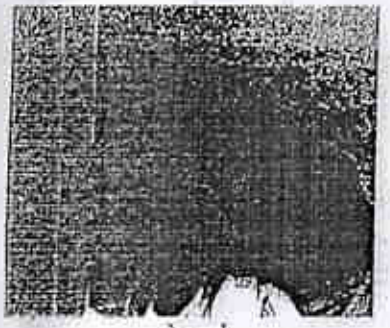
WHEREAS in view of their track record and expertise in real estate development, the OWNERS have approached the DEVELOPER for development of the Said Land as an Affordable Housing Project on collaboration basis at their expense and share the proceeds of the built up area as mentioned hereunder amongst themselves.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said land on the terms and conditions hereinafter mentioned:-

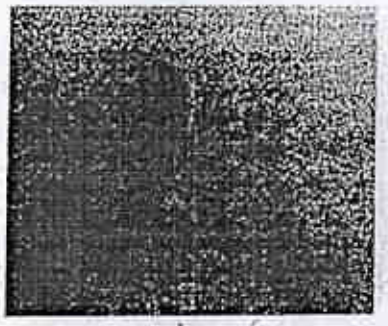
NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under:-

1. That the subject matter of this collaboration agreement between the OWNERS and the DEVELOPER is the said land situated in revenue estate of Gurgaon, Tehsil and District Gurgaon fully described in annexure A attached herewith for utilizing the same for construction and development of the same as an Affordable Housing Project by the DEVELOPER.

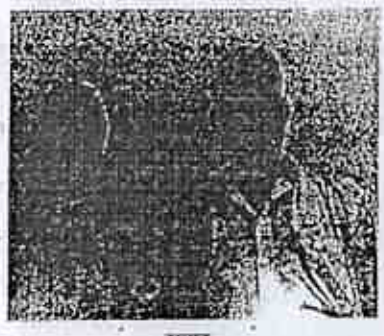
2. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNERS agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in it all the authority of the OWNERS as may be



पेशकर्ता



दावेदार



गवाह

उप /सयुंक्त पंजीयन अधिकारी

NOTARY * OF INDIA * GOVT.
RAM NIWAS GURGAON
Reg. No. 624

SEAL

HR REGISTRAR
GURGAON

necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.

3. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area. The said building plans for the said Affordable Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.

4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

5. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority till obtaining of license shall be wholly to the account of the DEVELOPER.

6. That all statutory fees and charges incidentals including scrutiny fees, licence fees, conversion charges, relating to obtaining of license till the date of grant of license shall be paid by the DEVELOPER. The cost of raising of construction shall be incurred by the DEVELOPER. Thereafter, the said charges relating to compliance of license conditions shall be deducted from the sale consideration received by sale of apartments in the project. In case any other additional charges are payable to the government and/or any other authority for the provision of peripheral or external services to the said land like water, sewerage or electricity supply, the same shall be deducted from the sale consideration received by sale of apartments in the project.

कर्ता	Manoj Singh	
कर्ता	Sheela Devi	
कर्ता	Ritu	
वेदार	Thru-Ajay Bharti	
गवाह	Prem Singh	
गवाह	Sandeep Maheshwari	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12,858 आज दिनांक 30/08/2013 को बही नः 1 जिल्द नः 13,050 के पृष्ठ नः 14 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 3,102 के पृष्ठ संख्या 10 से 11 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 30/08/2013

उप/सहायक पंजीयन अधिकारी
गुड़गांवा

7. That the DEVELOPER shall be entitled to obtain loans/financial assistance from banks/financial institutions by placing the said land as security and/or by mortgaging the same. The OWNERS admit and acknowledge that the DEVELOPER shall have the unhindered right to do so. The OWNERS undertake to execute requisite documents and to do all such acts, deeds and things as may be required so as to enable the DEVELOPER to obtain loans/financial assistance from banks/financial institutions. The OWNERS further undertake to hand over to the concerned bank/financial institutions the original documents of title pertaining to the said land. However, the amounts raised from mortgage of the land in question shall only be utilised for execution of the project and for payment of amounts in respect thereof.

8. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to own as property belonging to the DEVELOPER the said Affordable Housing Project as also all the common areas and common facilities subject to payment of the share of consideration to the OWNERS as stated hereinafter. The OWNERS shall separately grant an irrevocable registered general power of attorney to the DEVELOPER for obtaining permissions for change of land use, procuring licence, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction. The Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this collaboration agreement and to let out/mortgage/sell the constructed/unconstructed and/or developed/undeveloped portions of the Project. The Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

9. That it is further admitted by the OWNERS that the attorney referred to above shall be executed/registered in accordance with Section 202 of the Indian Contract Act, 1872.

10. That, the irrevocable registered general power of attorney executed in favour of the DEVELOPER for obtaining sanction of site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of

Ritu Manoj

areas forming part of the project shall not be cancelled by the OWNERS. The Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

11. That after grant of license for development of Affordable Housing Project , the DEVELOPER shall be entitled to get executed and registered sale deed(s) in respect of the said land from the OWNERS. The OWNERS shall proceed to do so as and when called upon by the DEVELOPER subject to obtaining of license.

12. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall only be liable to pay the consideration promised in this contract to the OWNERS. After execution of this contract, the OWNERS shall only be entitled to realise the promised consideration amount as set out in this agreement from the DEVELOPER and shall not be entitled to assert any other right, title or interest of any nature in the said land.

13. That acting on the representations of the OWNERS the DEVELOPER is proceeding to deposit a sum of **Rs. 1,00,000/- (Rs. One Lac only)** towards security deposit with the OWNERS in the following manner :-

(i)Rs. 50,000/- (Rs. Fifty Thousand only) in cash.
(ii)Rs. 50,000/- (Rs. Fifty Thousand only) in cash.

14. That in case for some reason the letter of intent in respect of the Affordable Housing Project is not granted by Town and Country Planning Department, Haryana, within a period of 12 months in that event the amount of **Rs. 1,00,000/- (Rs. One Lac only)** paid as security amount by the DEVELOPER to the OWNERS shall not be refunded by the OWNERS.

15. That the DEVELOPER shall apply for license for development of Affordable Housing Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to execution of this contract. The DEVELOPER shall complete all formalities for obtaining permission for change of land use/licence. In case the permission for change of land use/licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence

Rita

and on this account the DEVELOPER is unable to obtain the requisite permission for development of the said land the OWNERS shall have no claim against the DEVELOPER. No liability, however, will be passed to the OWNERS for any expenses incurred by the DEVELOPER.

16. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNERS, the same shall be returned to the DEVELOPER within ten days of the receipt of the same and in the event of any delay beyond this period the OWNERS will pay an interest @ 12% per annum on the amounts so received.

17. That the OWNERS have handed over actual physical and vacant possession of the aforesaid land to the DEVELOPER at the spot for promotion, development, construction, mortgage/sale of the project.

18. That the DEVELOPER shall start the development work after grant of sanction of layout plan and environmental clearance and shall complete the development of the Affordable Housing Project within 48 months therefrom and/or such extended period as may be mutually agreed between the parties. If the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER or force majeure, the DEVELOPER shall be entitled to extension of time for completing the said project.

19. That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed complex it is the condition of this agreement that after execution of this contract and/or obtaining of licence and the required permission from the concerned authorities for construction on the said land, the OWNERS / or their nominees or their legal heirs will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through process of law at the cost and risk of the OWNERS and during such pendency of the suit the OWNERS shall not enter into any agreement with respect to the said land with any third party.

Rita

Manoj

20. That the OWNERS are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The OWNERS are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state. The OWNERS are further aware that a comprehensive project report is required to be submitted by the DEVELOPER for the purpose of obtaining requisite licence/permission for establishment of the Affordable Housing Project over the Said Land. The OWNERS specifically agree that the DEVELOPER shall be entitled to get the project report prepared for this purpose.

21. That the OWNERS are further aware that the maximum FAR shall be 225. The OWNERS are further aware that the sales are to be made on carpet area basis and that in district Gurgaon allotment rate of the apartments shall be Rs.4000/– per square feet. The OWNERS are further aware that the apartment sizes in the project are to be constructed within the range mentioned in the applicable policy. The OWNERS has examined the aforesaid policy in detail and is aware of the fact that parking facilities to be provided for cars and two wheelers in the project.

22. That the OWNERS are further aware of the fact that the community site is to be made size of which shall not be less than 2000 square feet. The OWNERS are further aware of the fact Anganwadi-cum-Creche of not less than 2000 sq. feet shall also be required to be constructed in the project.

23. That scrutiny of the policy has made it evident to both the parties to this contract that commercial component of 4% available in the project shall be used for the purpose of maintenance of the Affordable Housing Project for a period of five years from the date of grant of occupation certificate. In case the income derived from the aforesaid commercial component is not adequate to meet the maintenance expenses, in that event the deficit amount shall be contributed by the parties to this contract in the same ratio as provided herein for apportionment of sale consideration amount.

24. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The

DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also be entitled to deal and interact with the concerned government officials to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

25. That it is further agreed and understood between the parties that all sale proceeds/realisations/interest/penalties from the project shall be deposited in an Escrow bank account which shall be operated by the DEVELOPER. Moreover, specific instructions shall be given by the parties to the banker to the effect that out of all proceeds deposited in the aforesaid bank account, amounts in the following ratio shall be transferred by the banker to the indicated bank accounts of the OWNERS and the DEVELOPER within a period of 48 hours in the following ratio:-

(i) OWNERS – 40 %
(ii) DEVELOPER—60 %

26. That the banker with whom the aforesaid escrow account is opened shall be specifically instructed that both the OWNERS as well as the Developer shall be entitled to obtain statement of accounts of the said bank account from the banker and to further monitor the transactions from the said bank account by viewing the same from the website of the bank.

27. That the aforesaid arrangement shall continue till the implementation of the project in all respects.

28. That in case floor area ratio is increased under the rules and regulations of Haryana State, additional expenses for raising construction against increased floor area ratio shall be jointly incurred by the DEVELOPER and the OWNERS in the space sharing ratio. The sale consideration realized from sale of additional area constructed against increased floor area ratio shall also be divided between the OWNERS and the DEVELOPER as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be incurred shall be pro-rata borne by the OWNERS.

29. That the OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be

required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNERS shall also within a week of receipt of any request from the DEVEOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

30. That the OWNERS undertake irrevocably to constitute the DEVELOPER through its authorized signatory Mr. Ajay Bharti/ Mr. Abhay Chawla as their lawful attorney jointly and severally by a separate document for submitting applications to the various authorities, requisitions, licences, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said complex and for sale and transfer of apartments in the building and for all purposes mentioned in the agreement and in the draft of power of attorney, approved by the parties hereto. The DEVELOPER shall also be entitled to open a bank account for depositing the sale proceeds realised from sale of the apartments in the project. The PARTIESshall be bound to ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred in favour of the prospective purchasers.

31. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNERS.

32. That the OWNERS and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.

33. That the DEVELOPER shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking

Rita Manoj

various approvals etc. for the said building. All charges like external development charges, internal development charges etc. recovered from the allottees shall belong exclusively to the DEVELOPER and the OWNERS shall have no concern therewith. The OWNERS undertake that within seven days of the receipt of any such refund referred to hereinabove, they shall pass on the same to the DEVELOPER and any delay by the OWNERS in passing on the refund to the DEVELOPER in this regard shall entail interest @ 12% per annum.

34. That OWNERS have declared and represented to the DEVELPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the OWNERS and that the OWNERS shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into this agreement relying/acting upon these declarations and representations / undertakings of the OWNERS.

35. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNERS are lost on account of any defect in the OWNERS title or any litigation started by any one claiming through the OWNERS or any one claiming title paramount to the OWNERS or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNERS, the OWNERS shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. The OWNERS expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNERS.

36. That if there be any claim, demand, tax, litigation of any nature whatsoever against the OWNERS, then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on

handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of OWNERS share of the built up area of the project building and/or the sale proceeds thereof.

37. That the OWNERS undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.

38. That the OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of apartments the project building.

39. 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 change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is a Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the OWNERS to the DEVELOPER under this clause, does not empower the DEVELOPER to carry out any construction work on the said land until layout plans have been sanctioned and environmental clearance

has been granted by the competent authority(s) as contemplated herein.

40. That it is agreed between the parties that the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above mentioned project shall not be disturbed and DEVELOPER shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the structure of the building has been completed.

41. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

42. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

43. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.

44. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.

45. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:

a) these presents do not create any Partnership between the parties hereto;

b) each of the parties hereto has undertaken obligations and has

rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;

c) each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realisation received by each of them under these presents;

46. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.

47. That the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed by the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.

48. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.

49. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

50. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent 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.

51. That in the event of any disputes, differences or disagreements between the parties in connection with this collaboration agreement or regarding its interpretations, terms and conditions, enforcement, breach etc. shall be referable to a sole arbitrator to be appointed by the

mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The seat of arbitration shall be a Gurgaon.

52. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters relating to Arbitration etc.

That all costs of stamping, engrossing and registration of this Agreement shall be borne by the DEVELOPER only.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

WITNESSES

Sandeep Maheshwari
S/o M.C. Maheshwari
R/o 5239, Panchsheel
Pvt. New Delhi

Ram Singh S/o Ranjeet Singh
R/o Kherki Majra, Gurgaon

OWNERS

1. Mr. Manoj S/o Sh. Bhim Singh

2. Mrs. [illegible] w/o Late Ajit Singh

3. Mrs. Ritu D/o Ajit Singh

DEVELOPER
M/s Perfect Buildwell Pvt. Ltd.
through its authorized person
Shri Ajay Bharti

NOTARY * GOVT. OF INDIA * RAM NIWAS GURGAON Reg. No. 8224

Attested to be true Copy

(Ram Niwas, Advocate)
Notary Public GURGAON (Hry.)

ANNEXURE-A

Details of land forming part of Colloberation Agreement situated in the revenue estate of Gurgaon, Tehsil and District Gurgaon.

(i) Land bearing Khewat/Khata no. 4738/6253, Khasra no. 6354/268(2-9-0), 6356/269(0-15-0) owned and possessed by Mr. Manoj s/o sh. Ajit singh 1/30 share. Mrs. Sheela Devi W/o Late Sh. Ajit Singh 1/30 share and Mrs. Ritu D/o Mr. Ajit Singh 1/30.

OWNERS

1. Mr. Manoj S/o Ajit singh,
2. Mrs. Sheela Devi w/o late Ajit singh
3. Mrs. Ritu D/o Mr. Ajit Singh

DEVELOPER
M/s Perfect Buildwell Private Limited through its authorized person Sh. Ajay Bharti

NOTARY * GOVT. OF INDIA * RAM NIWAS GURGAON Reg. No. 6224

Attested to be true Copy

(Ram Niwas, Advocate)
Notary Public GURGAON (Hry.)

STATE BANK OF INDIA

Sl. No. 001655

GSR / 002

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565) Code No.

Received a sum of ₹ 38,50,000/-

(Rupees Thirty | eight | lac | fifty | thousand | Only)

from Smt. / Shri Perfect Buildwell Pvt Ltd

S/o, d/o, w/o N/A

residing at New Delhi for credit to Government of Haryana

account towards Stamp Duty.

STATE BANK OF INDIA

Date 29 AUG 2013

Place GURGAON

(Signatures of Authorised Officer)

29/8/13

12662

Sale Deed

TYPE OF PROPERTY	: AGRICULTURAL LAND
VILLAGE/CITY NAME	: GURGAON VILLAGE
SEGMENT/BLOCK NAME	: GURGAON VILLAGE
UNITS LAND	: 1 BIGHA 1 BISWA 7 BISWANSI
TRANSACTION VALUE	: Rs. 5,50,00,000/-
STAMP DUTY	: Rs. 38,50,000/-
STAMP NO. /DATE	: 001655 / 29.7.2013
ISSUED BY	: SBI, M.G. ROAD, GURGAON

THIS SALE DEED IS MADE AND EXECUTED AT GURGAON ON THIS 29th DAY OF August, 2103 by **MR. MANOJ SINGH - MR. GAURAV ALIAS SUNNY SONS OF SH. SURJIT SINGH BOTH R/O VILLAGE GURGAON TEHSIL AND DISTT GURGAON,** hereinafter called the **VENDOR** which expression shall unless opposed to the context hereof include all heirs, successors, survivors, administrators, executors, legal representatives and assigns of the ONE PART:

IN FAVOUR OF

M/S PERFECT BUILDWELL PVT LTD, D-64, DEFENCE COLONY, NEW DELHI-21 through its Authorised Signatory Mr. Ajay Bharti vide Board Resolution dated 24.08.2013 hereinafter called the **VENDEE** which expression shall unless opposed to the context hereof include all heirs, successors, survivors, administrators, executors, legal representatives and assigns of the OTHER PART:

WHEREAS the above said Vendor is sole and absolute Owner and in possession of agricultural land bearing Khewat /Khata No. 4738 / 6253 Khasra No. 6354/268(2-9-0), 6356/269(0-15-0), Kita 2, Measuring 3 Bigha 4 Biswa 0 Biswansi to the extent of 1/10 share which comes to 0 Bigha 6 Biswa 8 Biswansi and Khewat /Khata No. 4739 / 6254 Khasra No. 6351/267(0-15-0), 6353/268(2-9-0), Kita 2, Measuring 3 Bigha 4 Biswa 0 Biswansi to the extent of 1/6 share which comes to 0 Bigha 10 Biswa 13 Biswansi and Khewat /Khata No. 4741 / 6256 Khasra No. 6357/269 (3-5-0), Kita 1, Measuring 3 Bigha 5 Biswa 0 Biswansi to the extent of 1/6 share which comes to 0 Bigha 10 Biswa 16 Biswansi thus total land measuring 1 Bigha 1 Biswa 7 Biswansi situated in the revenue estate of Village Gurgaon Village Teh. & Distt. Gurgaon vide Jamabandi year 1996-1997 (hereinafter referred to as **"THE SAID PROPERTY"**).

Reg. No.	Reg. Year	Book No.
12,662	2013-2014	1

विक्रेता

क्रेता

गवाह

उप /सयुंक्त पंजीयन अधिकारी

And whereas the said Property stands duly mutated in the name of the Vendor in the revenue records as owner and possessor and the Vendor has full right and absolute authority to sell and transfer the same.

WHEREAS VENDORS had requested the Vendee to purchase all rights of the VENDORS in the land referred to above together with all rights, easements etc. appurtenant thereto. The VENDORS had approached the Vendee for sale of the land hereinbefore described. The VENDEE has agreed to purchase the land in question and the same is being sold in favour of the vendee on the terms and conditions set out in this sale deed.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That the total sale consideration in respect of said land and all rights appurtenant thereto has been settled at **Rs. 5,50,00,000/- (Rupees Five Core Fifty Lac only)** The total sale consideration amount has been paid by the VENDEE to the VENDORS in the following manner:-

   1) Rs. 50,00,000/-(Rupees Fifty Lac Only) vide cheque no. 473704, dated 05.09.2013, drawn on Vijaya Bank, Defence Colony, New Delhi, in favour of Mr. Manoj Singh.
   2) Rs. 50,00,000/-(Rupees Fifty Lac Only) vide cheque no. 473705, dated 05.09.2013, drawn on Vijaya Bank, Defence Colony, New Delhi, in favour of Mr. Gaurav alias Sunny.
   3) Rs. 1,00,00,000/-(Rupees One Cror Only) vide cheque no. 473706, dated 05.12.2013, drawn on Vijaya Bank, Defence Colony, New Delhi, in favour of Mr. Manoj Singh.

Reg. No.	Reg. Year	Book No.
12,662	2013-2014	1

विक्रेता	Manoj Singh	
विक्रेता	Gaurav @ Sunny	
क्रेता	thru:- Ajay Bharti	
गवाह	C.S.Arora	
गवाह	S.C.Arora	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12,662 आज दिनाँक 29/08/2013 को बही न: 1 जिल्द न: 13,049 के पृष्ठ न: 165 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द न: 3,097 के पृष्ठ संख्या 96 से 97 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 29/08/2013

उप/सयुंक्त पंजीयन अधिकारी
गुड़गाँव।

4) Rs. 1,00,00,000/-(Rupees One Cror Only) vide cheque no. 473707, dated 05.12.2013, drawn on Vijaya Bank, Defence Colony, New Delhi, in favour of Mr. Gaurav alias Sunny.

5) Rs. 1,25,00,000/-(Rupees One Cror Twenty Five Only) vide cheque no. 473708, dated 05.03.2014, drawn on Vijaya Bank, Defence Colony, New Delhi, in favour of Mr. Manoj Singh.

6) Rs. 1,25,00,000/-(Rupees One Cror Twenty Five Only) vide cheque no. 473709, dated 05.03.2014, drawn on Vijaya Bank, Defence Colony, New Delhi, in favour of Mr. Gaurav alias Sunny.

The VENDORS have thus received the entire sale consideration from the VENDEE and no amount whatsoever is outstanding or payable to it towards any account by the VENDEE.

2. That the VENDEE has become full fledged and lawful owner in possession of the above said land alongwith all rights appurtenant thereto and VENDEE shall be entitled to hold and enjoy the same absolutely without any let, hindrance, interruption, disturbances, claim or demand from the VENDORS or any person claiming under or through the VENDORS. The VENDORS have not been left with any right, title or interest whatsoever with the aforesaid land. Actual physical possession has been delivered at the spot to the VENDEE.

3. That the stamp and registration expenses have been incurred by VENDEE.

दिनांक 29/08/2013

प्रलेख न: 12662

डीड सबंधी विवरण

डीड का नाम SALE WITH IN MC AREA

तहसील/सब-तहसील गुडगांवा

गांव/शहर Gurgaon Gaon

स्थित Gurgaon Gaon

भवन का विवरण

भूमि का विवरण

चाही

1 Bigha 1 Biswa 7 Biswansi

धन सबंधी विवरण

राशि 55,000,000.00 रुपये

स्टाम्प की राशि 3,850,000.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 3,850,000.00 रुपये

मेस्टिंग शुल्क 2.00 रुपये

Service Charge: 200.00 रुपये

Drafted By: C.L.Arora Adv.

यह प्रलेख आज दिनांक 29/08/2013 दिन गुरूवार समय 5:29:00PM बजे श्री/श्रीमती/कुमारी Manoj Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Surjit Singh निवासी Vill. Gurgaon Gaon Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/सयुंक्त पंजीयन अधिकारी
गुडगांवा

हस्ताक्षर प्रस्तुतकर्ता

श्री Gaurav @ Sunny, Manoj Singh

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी thru:- Ajay Bharti क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी S.C.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की।

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

उप/सयुंक्त पंजीयन अधिकारी
गुडगांवा

दिनांक 29/08/2013

GURGAON

4. That the VENDEE shall be entitled to use and utilize the said land in any manner deemed fit by him and the VENDORS undertake not to raise any objection to the same. The VENDORS have assured the VENDEE that they it have got a clear marketable title in respect of the above said land and that it is entitled to sell the same to the VENDEE. VENDORS have further assured the VENDEE that the said land being sold is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, loans, restraint orders attachments etc. and no litigation or dispute whatsoever is pending in respect of the same before any court or authority. VENDORS have further assured the VENDEE that it has not entered into any agreement of sale in favour of any other third party relating to the above said land and have not created any third party rights pertaining to the said land and have not created any third party rights pertaining to said land.

5. That VENDORS further undertakes that in case any outstanding amount or dues, taxes, charges or liens etc, are discovered subsequently in that event the VENDORS and their estate shall be liable to pay/ satisfy the same.

6. That the VENDORS have assured the VENDEE that there are no dues, cesses, rates or taxes due or outstanding to any one in respect

of the said land being sold to the VENDEE by virtue of this deed and in case any such dues are found payable the same shall be paid by the VENDORS.

7. That in the event of above said land/ part thereof being lost to the VENDEE on account of defective title of the VENDORS or on account of any concealment on its part, the VENDORS will recoup/indemnify the VENDEE for such loss together with all litigation expenses incurred by the VENDEE and damages suffered by him

8. That the VENDORS are not left with any right, interest or title in the said land which has become the absolute property of the VENDEE and it shall be competent and entitled to use it in any manners deemed fit by it.

9. That the VENDEE shall be entitled to get sanctioned mutation on the basis of this sale deed and to get his/their name reflected as owner in possession of the said land subject matter of this sale deed in the revenue records. VENDORS undertake not to raise any objection to the same. VENDORS will execute all such documents and do all requisite acts, deeds and things as may be required for getting

incorporated names of the VENDEE in revenue records in terms of this sale deed.

10. If that the above mentioned cheques in this deed are bouns then the Sale Deed should be cancealed and balance payment forfeited.

IN WITNESS WHEREOF both VENDORS and VENDEE aforementioned have executed this sale deed on the date and place first mentioned above.

Drafted at Sl. No. 3668
29/8/13 C. L. ARORA Advocate Distt. Courts, Gurgaon

WITNESSES:

1. C. L. ARORA Advocate Distt. Courts, Gurgaon

2. S. C. Arora Advocate District Courts, Gurgaon

VENDORS

MR. MANOJ SINGH

MR. GAURAV ALIAS SUNNY

VENDEE

M/S PERFECT BUILDWELL PVT LTD, D-64, DEFENCE COLONY, NEW DELHI-21 through its Authorised Signatory Mr. Ajay Bharti