

Sl. No. 185487
GSR/001

खारखोदा (सोनेपा) 6875

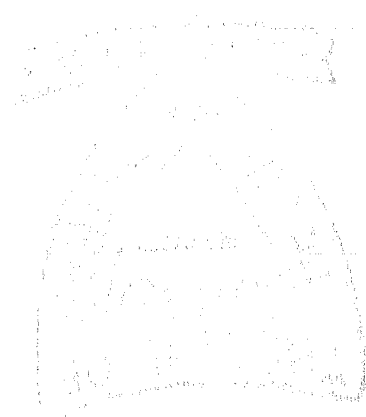
Branch

Code No.

Date **स्वरखौदा (सोनीपट)** **6975**

Place: _____ (Signatures of Authorised Officer)

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COLLABORATION AGREEMENT

Stamp Duty Worth 11,13,900/- Issued by STATE BANK OF India Kharkhoda wide srl.
No.185487 GSR/001 Dated 19-03-2014

This collaboration agreement is being made and executed at Kharkhoda on this 19th day of March, 2014 by and between:

Mr. Rajbir Singh S/o Late Sh. Kartar Singh S/o Late Giri Raj R/o D-115/116, Freedom Fighter Enclave, Nebsarai, Delhi-110068, Mr. Pawan Kumar S/o Late Sh. Kartar Singh S/o Giri Raj R/o H.No. 165, Ward No. 9, Kharkhoda, Distt.- Sonapat, Haryana-131402, Mr. Raj Kumar S/o Late Sh. Kartar Singh S/o Late Giri Raj R/o Ward-7, Kharkhoda, Distt. Sonapat, Haryana- 131402, Mr. Naveen Kumar S/o Late Sh. Ajit Singh S/o Kartar Singh R/o H.No. 165A, Ward No. 7, Kharkhoda, Distt.- Sonapat, Haryana-131402 and Mr. Preet S/o Late Sh. Ajit Singh R/o H.No. 176, Ward No. 9, Sampla Road, Kharkhoda, Distt.- Sonapat, Haryana-131402 , hereinafter jointly/collectively called as '**First Party**' (which expression unless repugnant to the context shall mean and include their successors, legal representatives, administrators, executors, nominees, constituted attorney(s) and assignees etc.) of the "FIRST PART"

And

M/s Suncity Infraestate Pvt. Ltd., a company incorporated under the provisions of Companies Act, 1956, having its registered office at M-116, 2nd Floor, Connaught Place , New Delhi - 110001 through Shri Nikhil Bansal S/o Ashok Bansal, duly authorized by its Board of Directors, hereinafter being referred to as '**Second Party**' (which expression shall, unless repugnant to the context, be deem to mean and include its successors in interest, assign, constituted attorney(s) etc. the party to the Second Part).

WHEREAS the First Party declares and represents to the Second Party that they are the sole & absolute owner and having clean & marketable title, free from all sorts of encumbrances, seized & possessed the piece & parcel of land admeasuring 46 Kanal 18 Marla, which is equivalent to 5.8625 acres lying & situated in the Revenue Estate of village & Tehsil - Kharkhoda, Distt. - Sonapat, Haryana; (**hereinafter referred to as the SAID LAND**) and more fully described herein below.

Whereas Mr. Rajbir Singh S/o Kartar Singh is owner of ¼ share, Mr. Pawan Kumar s/o kartar singh is owner of ¼ share, Mr. Raj Kumar S/o Kartar Singh is owner of ¼ share , Mr. Naveen Kumar S/o Ajit Singh is owner of 1/8 share and Mr. Preet S/o Ajit Singh is owner of 1/8 share of land measuring 46 Kanal 18 Marla of Khewat No.851, Khata No. 989, Rectangle No. 155, Kila No. 8 (8-0), 9/1 (3-8), 9/2 (4-12), 10 (8-0), 11 (8-0), 12(8-0), 13/1(6-18) total 7

Datta

प्रलेख नः 4005

दिनांक 19/03/2014

<u>डीड संबंधी विवरण</u>		
डीड का नाम EQUITABLE MORTGAGE		
तहसील/सब-तहसील खरखोदा	गांव/शहर खरखोदा	स्थित खरखोदा Out MC आवपाशी
<u>भवन का विवरण</u>		
<u>भूमि का विवरण</u>		
नहरी	5 Acre 6 Kanal 18 Marla	
<u>धन संबंधी विवरण</u>		
राशि 22,277,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,113,900.00 रुपये	
स्टाम्प की राशि 1,113,900.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: रामदत्त शर्मा

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 19/03/2014 दिन बुधवार समय 4:50:00PM बजे श्री/श्रीमती/कुमारी राजबीर सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी करतार सिंह निवासी खरखोदा द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी
खरखोदा

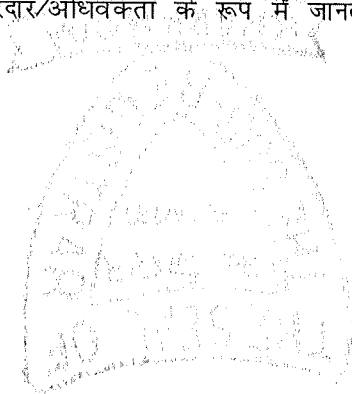
उपरोक्त रहिन व श्री/श्रीमती/कुमारी निखिल मुर्तहिन हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि मुर्तहिन ने मेरे समक्ष रहिन को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी दयानन्द न. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी खरखोदा व श्री/श्रीमती/कुमारी प्रवीन कुमार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी विनोद कुमार निवासी दिल्ली ने की।

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

दिनांक 19/03/2014

उप/संयुक्त पंजीयन अधिकारी
खरखोदा



nos.pieces, situated at Village & Tehsil Kharkhoda, Distt. Sonapat, Haryana, as per Jamabandi of Year 2008-09 and related mutations No.7767 Dated 06-08-2009.

Whereas the First Party have represented and assured that the Said Land is free from all sorts of encumbrances like any default, notice, proceedings, determination of lease, mortgage, agreement, lien, charge, etc, and the Said Land is falling within the limits of Master Plan of KHARKHODA, and its use in the Master plan earmarked as residence, capable for its development for residence either in Group Housing or plotted colony/township.

AND WHEREAS the First Party is desirous of developing the Said Land into a Residential Plotted Colony/Township (hereinafter referred to as the SAID PROJECT), and due to various reasons which includes not possess sufficient land required to obtain license, technical expertise, experience, etc, to develop the said land by inclusion therein more land in a residential plotted colony entering into this agreement so that the Second Party would perform the required essentials & obligations, on the terms and conditions appearing hereinafter:

Based upon the aforesaid declarations & representations and believing as true, the Second Party has agreed to develop the said land into Residential Colony/Township (Hereinafter referred to as SAID PROJECT), subject to the terms and conditions are mentioned herein this agreement.

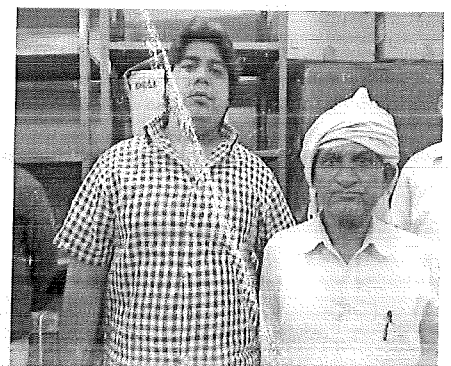
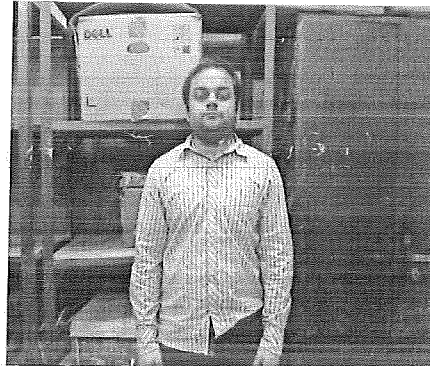
1. **Definitions:**

In this Agreement, unless repugnant to the meaning or context thereof, wherever the following terms/expressions, occur, they shall be given the meaning assigned to them below:

- 1.1 **"Said Land"** shall mean land admeasuring 5.8625 Acres in the Revenue Estate of village & Tehsil – Kharkhoda, Distt. - Sonapat, Haryana, as detailed above.
- 1.2 **"Layout Plan"** shall mean and include sanction layout plan to develop Said Land into Residential Colony/Township by the Second Party on the **Said Land**.
- 1.3 **"Buyer"** shall include person(s) to whom the saleable area and / or spaces in the **said Project** may be booked / agreed to allot / transfer/ sale / assign / lease, etc. by the **Second Party** in accordance with terms of this Agreement.
- 1.4 **"Party"** shall mean the **First Party** and the **Second Party** individually and collectively as the **"Parties"**. All references to Parties and/or any Party shall, unless

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Reg. No. 4005 Reg. Year 2013-2014 Book No. 1

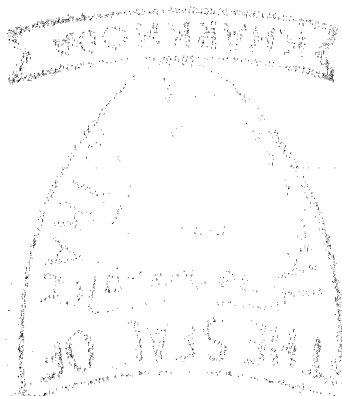


राहिन
राजबीर सिंह
कुमार
पवन कुमार
प्रीत
मुर्तहिन
निखिल
गवाह
गवाह 1:- दयानन्द न.
गवाह 2:- प्रवीन कुमार
प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,005 आज दिनांक 19/03/2014 को बही न: 1 जिल्द न: 78 के पृष्ठ न: 50 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,667 के पृष्ठ सख्या 89 से 117 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 ।

दिनांक 19/03/2014

उप/संयुक्त पंजीयन अधिकारी
खरखोदा



repugnant to the meaning or context thereof, be deemed to include their respective successors-in-interest, administrators and authorized legal representatives.

- 1.5 **"Said Project"** Shall mean & include the development of the said land into Residential Plotted Colony/Township by obtaining required sanction and other permissions/approvals.
- 1.6 **"Agreement"** means this Agreement as of date hereof and as may be amended, supplemented or modified in accordance with the provisions hereof.
- 1.7 **"Applicable Laws"** mean any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of GOI, Government of Haryana or by any Government /Local Authority (ies) or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.
- 1.8 **"Applicable Permits"** mean any or all permissions, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and/or approvals of or from any Department(s) and Government Authority(ies) etc., required as per Applicable Laws, at present or in future, in connection with the Said Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in this Agreement.
- 1.9 **"Common areas, facilities and amenities"** shall mean and include all driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open spaces, common open areas, common green areas, passage-ways and other facilities in the Said Project as may be provided for common use by the Second Party.
- 1.10 **"Contractor"** means a Person with whom the Second Party may enter into a contract relating to the Said Project and sub-contractors, including contractor for equipment, procurement and engineering and contractors for operation and maintenance and/or any other contractors and sub-contractors, manufacturers or suppliers, as the context may admit or require.
- 1.11 **"External Development Works"** include water supply, sewerage, drains, electrical works and any other work which the appropriate Government Authority may specify to be executed in the periphery of or outside the area of the Said Project for the benefit of the Said Project.

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- 1.12 **“External & Internal Development Charges (EDC & IDC)”** mean the Charges payable with respect to the External Development Works & Internal Development Works of the Said Project in accordance with the Applicable Laws and the same shall be borne by the First & Second Party in the ratio of First Party’s Allocation areas & Second Party’s Allocation areas.
- 1.13 **“Encumbrances”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, litigation, default Notice or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Said Land or Third Party claims or rights of any kind attaching to the Said Land.
- 1.14 **“Government Authority(ies)”** includes Government of India, Government of Haryana, Town & Country Planning Department of Haryana, HUDA or any State Government or Governmental department, commission, board, body, bureau, agency, authority, instrumentality or administrative body, central, state or local, having jurisdiction over the Said land, the Said Project or any part thereof, the Parties or the performance of all or any of the services, obligations and covenants of the Parties under or pursuant to this Agreement or any portion thereof.
- 1.15 **“Plan”** would mean such plan or plans prepared by the Architect for the development of the Said Project as sanctioned by the Government Authority (ies), as the case may be, together with any modifications and/or alterations, which may be necessary and/or required.
- 1.16 **“Transfer”**, with its grammatical variations, shall mean transfer within the meaning of Transfer of Property Act, 1882. However, in case of transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said project to the purchasers thereof.
- 1.17 **“Transferee”** shall mean a Person to whom any space in the Said Project has been transferred by the First Party or the Second Party, as the case may be.
- 1.18 **“Vacant Possession”** means delivery of the possession of the Said Land free from all Encumbrances, restrictions or impediments and the grant of all Easements and all other rights appurtenant or in relation thereto.

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2. **Interpretations:**

- 2.1 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- 2.2 Words importing singular shall include plural and vice versa, and words importing one gender only shall include all other genders.
- 2.3 The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not be deemed to be any indication of the meaning of the Articles or Sections to which they relate and shall not effect the construction and interpretation of this Agreement.
- 2.4 The words "include" and "including" are to be construed without limitation.
- 2.5 Any reference to day shall mean a reference to a calendar day, any reference to month shall mean a reference to a calendar month.
- 2.6 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day.
- 2.7 Any reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- 2.8 Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning.
- 2.9 The damages payable by a Party to the other Party as set forth in this Agreement, are mutually agreed genuine pre-estimated loss and damage/liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

3. **Harmonious Interpretation and Ambiguities within the Agreement:**

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- 3.1 Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- 3.2 Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.



3.3 Between any value written in numerals and in words, the latter shall prevail.

4. **The Transaction:**

- 4.1 The Said Land admeasuring 46 Kanal 18 Marla, equivalent to 5.8625 acres is the subject matter of this Agreement, which is to be developed by the Second Party as the Said Project viz. Residential Colony/Township as per plans to be prepared by the second party and sanctioned by the competent authorities, in terms of this Agreement.
- 4.2 For the implementation of the Said Project, the First Party shall pool the Said Land and the Second Party shall exclusively carry out the development and Completion of the Said Project and shall also market and sell the same as per the marketing policy to be decided by the Second Party. PROVIDED ALWAYS that the First Party's share in the Project shall be marketed by the First Party.
- 4.3 The First Party undertakes that it will sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, registered irrevocable GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Second Party or its nominee to sign represent & present before the Competent Authority(s) as required which includes to obtain licence, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to book, allot for sale and transfer against consideration, to be acknowledged in its name or in the name of its nominee or assignee in respect of Second Party's developed/developable allocated area.
- 4.4 The First Party shall facilitate the Second Party at every stage, if so required for signing of any application, affidavit, indemnity bond or other documents, necessary for obtaining requisite permissions, sanctions and approvals to develop the said project from the Competent Authority(ies) and if found necessary shall also appear in person. The First Party further undertakes to produce the original Title Deeds in respect of the land as & when demanded or required, to achieve the object of this agreement.
- 4.5 The Second Party undertake to develop the Said land at its own cost and expenses and with its own resources after obtaining the requisite licenses, CLU, permissions, sanctions and approvals from all competent authorities and thereafter to develop the Said land by including adjoining land into Residential Plotted Colony for the Said

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project in terms of sanctioned Plans and Regulations. The First Party agree to irrevocably vest in the Second Party all the powers of the First Party as also all the authority of the First Party as may be necessary in the discretion of the Second Party for obtaining the requisite licenses, permission, sanctions and approvals for development of the Said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred and borne by the Second party, however applicable EDC & IDC charges to be borne by the First & Second Party in the ratio of First Party's Allocation share & Second Party's Allocation share in the developed/developable area.

- 4.6 The Second Party shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Colony and accord sanction, approval, permission from the competent authorities to develop the same. For this purpose the Developer undertake to engage and employ reputed architect and contractor/sub-contractor at its own cost, expenses as well to join the hand with other company/person also to discharge the obligations. The Second Party shall apply to the Director General, Town & Country Planning Haryana, 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 development of the Said land and adjoining thereto. The Second Party in its absolute discretion may prepare Layout Plan and submit for sanction and further amendment therein.
- 4.7 The First Party shall not incur or borne any expenses, except EDC & IDC, as required for the development of the said colony for/and all the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, laying services, amenities and facilities to complete the development, as same shall be wholly from the account of the Second Party relating to the said land, however EDC & IDC shall be bear by both the parties in the ratio of their respective allocation areas.
- 4.8 In consideration of the First Party providing the said land and Second Party undertakes to develop the Residential Plotted Colony in terms of this agreement, the parties have agreed to share the developed/saleable Residential, commercial, institutional, etc. area in the Said Colony in the following manner:
- a. **"First Party's Allocation"** shall mean plots of 7035 Sq. Yards of Residential Area out of the entire developable/developed approved area of the Said Project. The residential area may be allotted under the plot sizes of 200, 250, 300 and 360

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Sq. Yards approx. (+ - 10%) in equal ratio to the extent practically possible. Also the First Party will have proportionate right over the common facility i.e. Roads & Parks.

- b. **"Second Party's Allocation"** shall mean all remaining approved/developed area (Except First Party's Allocation Area) either the Residential or commercial or common or institutional, etc.

The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future.

- 4.9 The First Party has handed over the actual vacant peaceful, physical possession of the Said land to the Second Party today itself at the spot on signing of this agreement to enable the Second Party to discharge its part of obligations in terms of this agreement.
- 4.10 The First Party shall not cause any kind of interruption in developing of the residential colony by the Second Party and further booking for sale or transferring of developed area therein except the allocated area of the First Party. Further Second party in its absolute discretion may use its Logo and launch the project upon obtaining sanction of Layout Plan in its name by displaying boards at the site, developing its office, advertising by way of a print or electronic media or other resources. Here it is made clear that the Second Party will not book for sale or transfer the First Party's Allocated Share in the said project.

5. **Commencement:**

- 5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.

6. **Representation and Warranties by the First Party**

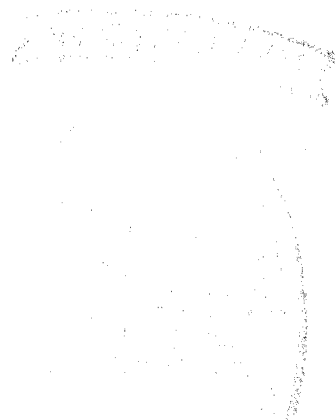
- 6.1 The Said Land is completely free and clear in all manner of all Encumbrances including prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of Government of Haryana, Government of India or any other Government or Authority or of any other Person or entity), acquisition, requisition, or attachment, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Said Land and that the First Party possess a clean title in respect of the Said Land;

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- 6.2 The First Party solely or jointly, has/have not entered into an agreement similar to this Agreement or agreement for sale or Transfer or development of the Said Land or agreement or arrangement of any nature whatsoever, with any Person, regarding the Said Land or any portion thereof and has not executed any registered or unregistered agreement, deed(s) of power of attorney, MOUs, etc. in favour of any Person other than the Second Party and/or its nominees to deal with the Said Land or any portion thereof;
- 6.3 That there is no notice of default or breach of any law, rules, regulations etc. in respect of the Said Land;
- 6.4 The First Party, solely or jointly, from the date of execution of this Agreement, shall not Transfer its title and/or rights (including the development rights) and/or interest in the Said Land or create any lien thereon to any Third Party or enter into any negotiation or discussion with any Person for Transfer of its title and/or rights (including the development rights) and/or interest in the Said Land or creation of any lien thereon nor shall it enter into any joint development agreement and/or collaboration agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Land nor create any title, interest, charge, mortgage, lien, etc. in the said Land or any part thereof or deal with the same in any manner whatsoever and shall also not part with the possession (including Vacant Possession), whether legal or actual, of the Said Land or any part thereof in favour of any Third Party other than the Second Party or the purchasers of the plots or spaces in Project to be put up at the Said Land or the Nominees of the First Party;
- 6.5 The First Party shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the Ownership and title of the Said Plot and/or rights of the First Party therein, which may arise on account of any defect in the rights and/or interest of the First Party and shall keep the Second Party and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Second Party and/or its nominees on the said account and that the First Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the Second Party and/or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be

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undertaken in terms of this Agreement on the Said Land or any part or portion thereof;

- 6.6 The First Party has agreed that in order to facilitate smooth development of the Project and performing all the obligations recorded herein by the Second Party, the First Party shall appoint, constitute and authorize Second Party or the nominee of the Second Party as Attorney upon execution of this agreement simultaneously, who shall apply for all applicable permits to the appropriate Government Authority on behalf of the First Party, seeking approvals and sanctions for building plans etc. in respect of the Said Project in terms of this agreement;
- 6.7 The First Party shall sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, registered irrevocable GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Second Party or its nominee to sign represent & present before the Competent Authority(s) as required which includes to obtain licence, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development of colony and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement and further to book, allot for sale and transfer against consideration, to be acknowledged in its name or in the name of its nominee or assignee in respect of Second Party's developed/developable allocated area.
- 6.8 The First Party, its nominee(s), Affiliates and Associates, shall not interfere with or obstruct the development, construction and Completion of the Said Project on the Said Land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect;
- 6.9 The First Party shall, at no point of time in future, cancel or revoke the authority conferred upon the Second Party and/or nominee of the Second Party, inter alia, for the purpose of applying for and obtaining any of the Applicable Permits for developing the Said Project on the Said Land.
- 6.10 The First Party hereby agrees that from the date of execution of this Agreement, it shall neither directly or indirectly, through any representative or otherwise solicit or entertain offers, negotiate with or in any manner encourage, discuss, consider or accept any proposal of any other Person or entity relating to the acquisition or development of the Said Land or creation of any charge over the Said Land or any part thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever

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with respect to the Said Land with any Third Party and that the Second Party shall have exclusive rights to deal with the Said Land in the manner as agreed between the Parties to this Agreement.

7. **Representations and Warranties by the Second Party:**

7.1 It (Second Party) shall fully develop the Said Project and fully complete it in all respects as per the agreed specifications and sanctioned plans. It shall develop the maximum allowable area.


7.2 Subject to:

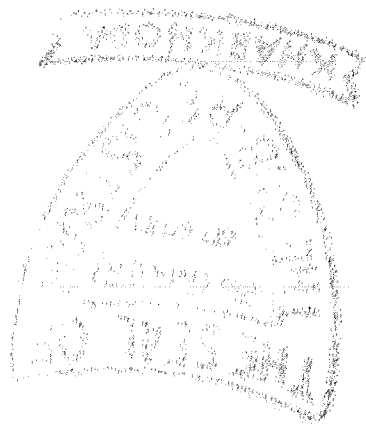
- a) the handing over of the Vacant Possession of the Said Land by the First Party to the Second Party in terms of this Agreement;
- b) the title of the Said Land being free and remaining (through the period of development and/or construction of the Said Project and/or subsequently) free from all Encumbrances, litigations and other Charges etc.;
- c) the Force Majeure Events;
- d) all the necessary and requisite Applicable Permits being duly obtained.

the development of the Said Project and bringing the same to the stage of completion and possession of the plot(s)/area comprised in the Said Project will be completed in a phased manner (details whereof shall be prescribed by the Second Party at its sole discretion) by the Second Party within the period prescribed in the Applicable Permits (including sanction of building plans by the concerned Government Authority) and in any case, within a maximum period of 18 (Eighteen) months from the date of sanction of all the Applicable Permits including development plans by the concerned/relevant authorities.

7.3 That if the Second Party fails and neglects to complete the Project as per stipulated period stated herein above then in that event the Second Party shall be liable to pay damages @ Rs.5/- (Rupees Five only) Per Sq. yards per month for the delay of three month and @ Rs.10/- (Rupees Ten only) Per Sq. yards per month for the delay beyond three month. PROVIDED ALWAYS that for the purposes of this clause the liability of the Second Party shall cease on the date certificate of Completion is issued by the Architect as is contemplated hereinabove.

7.4 The Second Party has also represented, unequivocally declared, assured, confirmed and warranted to the First Party that:





- a) All costs and expenses, except EDC & IDC, in connection with getting all sanctions and approvals of Building Plans and drawings, original, as well as, revised, from Competent Authority / the Concerned Authorities, required for development of the Said Land into said project shall be borne by the Second Party, however EDC & IDC shall be bear by both the parties in the ratio of their respective allocation areas.
- b) The Second Party will appoint consultants and architects of repute for the implementation of the Said Project as envisaged in this Agreement and it will bear the cost of Architect for the preparation of plans and schemes necessary for the development of the said land into said project.
- c) the development and construction to be carried out on the Said Land shall be of good quality and standards as required and RCC road will be provided in the said project;
- d) the development of the Said Project shall be, as far as practicable, be of uniform standard, and there will be no difference in the quality of construction and materials used in the different portions, which are to be ultimately shared by the Parties meaning thereby, that the whole of the Said Project will be of the same appearance, Specification(s), standards and will proceed at the same stage of development without any distinction of areas of allocation of the Parties;
- e) the Second Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the First Party and/or its nominees with respect to the Said Land and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be undertaken in terms of this Agreement on the Said Land or any part or portion thereof;
- f) it, alongwith its nominee(s), Affiliates and Associates, shall not interfere with or obstruct the development, construction and Completion of the Said Project on the Said Land and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect or diminish the marketability of the Said Project or any part or portion thereof;
- g) it (the Second Party) shall, at all times during the period of development, construction and Completion of the Said Project, provide all such information



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as is pertinent or relevant to the transaction contemplated herein, to the First Party.

8. **Refundable/adjustable Deposit:**

8.1 That till the execution of this agreement the Second Party has paid a sum of Rs 29,25,000/- (Rupees Twenty Nine Lac Twenty Five Thousand Only) to the First Party as refundable deposit in the following manner:

- a) Rs. 1,40,000/- (Rupees One Lac Fourty Thousand Only) vide cash, 80,000/- (Rupees Eighty Thousand Only) vide ch No.018053 drawn on Union Bank of India, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.018058 drawn on Union Bank of India and Rs. 4,31,250/- (Rupees Four Lac Thirty One Thousand Two hundred Fifty Only) vide ch No.63288 drawn on ICICI BANK in favour of Mr.Rajbir Singh S/o Kartar Singh.
- b) Rs. 1,40,000/- (Rupees One Lac Fourty Thousand Only) vide cash, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.018054 drawn on Union Bank of India, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.018060 drawn on Union Bank of India and Rs. 4,31,250/- (Rupees Four Lac Thirty One Thousand Two hundred Fifty Only) vide ch No.63289 drawn on ICICI BANK in favour of Mr.Pawan Singh S/o Kartar Singh.
- c) Rs. 1,40,000/- (Rupees One Lac Fourty Thousand Only) vide cash, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.018055 drawn on Union Bank of India, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.265759 drawn on HDFC Bank and Rs. 4,31,250/- (Rupees Four Lac Thirty One Thousand Two hundred Fifty Only) vide ch No.63290 drawn on ICICI BANK in favour of Mr.Raj Kumar S/o Kartar Singh.
- d) Rs. 90,000/- (Rupees Ninty Thousand Only) vide cash, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.018059 drawn on Union Bank of India, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No. 018056 drawn on Union Bank of India and Rs. 1,15,625/- (Rupees One Lac Fifteen Thousand Six hundred twenty five Only) vide ch No.63291 drawn on ICICI BANK in favour of Mr.Naveen Kumar S/o Ajeet Singh.
- e) Rs. 90,000/- (Rupees Ninty Thousand Only) vide cash, Rs. 80,000/- (Rupees Eighty Thousand Only) vide ch No.018057 drawn on Union Bank of India, Rs. 80,000/-

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(Rupees Eighty Thousand Only) vide ch No. 265760 drawn on HDFC Bank and Rs. 1,15,625/- (Rupees One Lac Fifteen Thousand Six hundred twenty five Only) vide ch No.63292 drawn on ICICI BANK in favour of Mr.Preet Dahiya S/o Ajeet Singh. The First Party hereby confirms and acknowledges receipt of the aforesaid payment.

8.2 Further the Second Party will pay sum of Rs 29,25,000/- (Rupees Twenty Nine Lac Twenty Five Thousand Only) to the First Party as refundable deposit after three month from signing of this agreement in the ratio of the land holding of the First party.

8.3 The First Party shall refund (to second party) entire amount of deposit of Rs. 58,50000/- (Fifty Eight Lac Fifty Thousand Only) on getting its allocated area in the Said Project or adjust the entire amount of deposit of Rs. 58,50000/- (Fifty Eight Lac Fifty Thousand Only) against the First Party's allocated area at the rate mutually decided by the parties.

9. **Possession:**

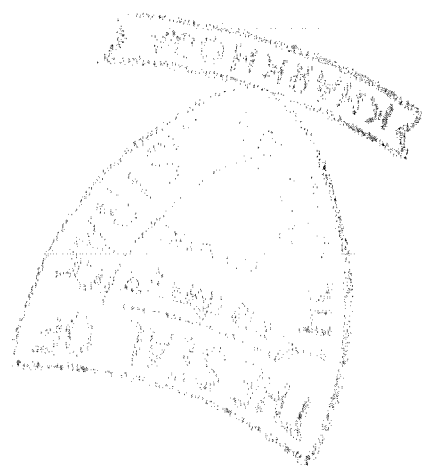
9.1 Upon payment of the sum of Rs Rs 29,25,000/- (Rupees Twenty Nine Lac Twenty Five Thousand Only), in terms of clause 8.1 stated above, the First Party simultaneously has handed over the Vacant Possession of the Said Land in performance of the transaction contemplated in this Agreement, and hereafter the Second Party shall always be entitled to remain in exclusive physical and legal possession thereof till the conclusion of the entire arrangement as agreed to between the Parties in terms of this Agreement.

10. **Obligations and Covenants of the First Party:**

10.1 The First Party shall do all acts, deeds and things or forbear from doing all acts, deeds and things in terms of its representations, declarations, assurances, confirmations and warranties set out in the Recitals and Articles hereinabove and the same shall be treated as obligations and covenants of the First Party.

10.2 The First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project and/or booking and sale of Second Party's Allocation.





11. **Obligations and Covenants of the Second Party:**

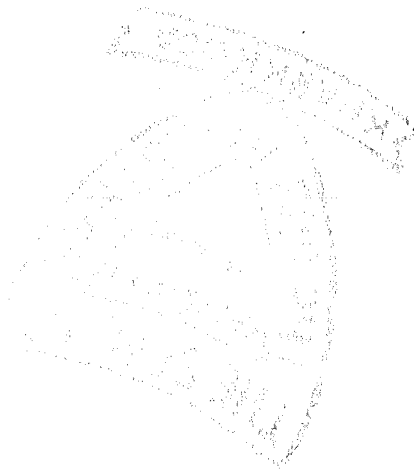
- 11.1 Subject to the conditions set out in this Agreement and fulfillment of all obligations and covenants of the First Party under this Agreement, the Second Party shall develop, construct and complete the Said Project.
- 11.2 The Second Party will prepare a blue print, layout plan and conceptual plan and other necessary plans/scale models for the best possible use of the Said Land.
- 11.3 The Second Party shall make adequate provisions for sewage and for supply of water and electricity and shall also undertake design of the Said Project including that of 'Common areas, amenities and facilities etc.
- 11.4 The Second Party shall, subject to the design constraints, prepare the development/Layout plans for the Said Project so as to get maximum permissible developed area in the Said Project.
- 11.5 The Second Party shall carry out and manage the development of infrastructure including construction of temporary sheds on the Said Land for facilitating development activity and the matters incidental and ancillary thereto.
- 11.6 The Second Party shall, either itself independently or by appointing, at its sole and unfettered discretion at any point of time, Contractors/sub-contractors or other agencies, carry out the construction and development of the Said Project as per the Specifications required by and as agreed to by the Architect and in accordance with the development/layout plans as sanctioned by the concerned/relevant authority provided that any subsequent liability/expenses arising from the Contractors/sub-Contractors or any other agencies engaged by the Second Party to carry out the development/construction of the Said Project on the Said Land shall be the sole responsibility of the Second Party.
- 11.7 In case any portion of job work under this Agreement is sub-contracted, the Second Party shall, at all times be directly responsible for the due performance of each and every obligation under this Agreement and further the Second Party shall indemnify and keep indemnified the First Party from any claim on this account.
- 11.8 The Second Party will be responsible for carrying out all construction and development, and any liability, litigation (including labour dispute) etc., that may arise on account of such construction and development activity shall be borne by the Second Party, as long as such litigation or liabilities do not arise out of the ownership and title of the Said Land and/or out of any deed, act or thing on the part of the First Party, in which case the same shall be exclusively borne by the First Party.

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- 11.9 The **Second Party** shall at its own cost employ or engage contractors, Architects, Consultants, Advisors, Workmen, agents and other personnel of high skill and competence for the development of the **said Land**.
- 11.10 All employees, contractors, workmen, agents and technical experts and personnel who shall be engaged by the **Second Party** for carrying out the development of the **said Land** shall be under the control and supervision of the **Second Party** for all purposes and the **Second Party** alone shall have the contractual / master-servant relationship with the said employees / personnel. The **First Party** shall have no liability towards such personnel employed or engaged by the Second Party.
- 11.11 All the emoluments, fees, charges, salary etc. payable to the employees / personnel employed for the development of the **said Land** shall be borne and paid by the **Second Party** and the **First Party** under no circumstances shall be in any manner liable for the same.
- 11.12 The Second Party shall be liable for the observance / compliance of all the laws, rules and regulations governing the employment of such employees / workmen / personnel and the payments of wages and emoluments or other dues, statutory or contractual.
- 11.13 Any claim raised by any such employees or work personnel shall be against the Second Party, and in the event a claim is raised by such employees or personnel against the First Party the same shall be defended by the Second Party who shall come forward and declare that it is the entity which has employed / contracted / out-sourced the said employees / personnel and that the First Party has no concern whatsoever with the said employee / personnel and is not liable or responsible for any claim, civil or criminal, by such employee / personnel.
- 11.14 The Second Party shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained/or availed and/or made by it for the Project alone (not for any project or purpose other than the Project which is subject matter of this Collaboration) from any bank, Financial institution or any other person, for the purpose of the development of the Project by the Second Party against the security of the said Land, **PROVIDED THAT :**
- a) Second Party does not create any lien, charge, liability on the First Party and/or on the First Party allocation/share in the project.
 - b) The loan/credit obtained by the Second Party against the security of the agreed portion of the land and agreed share of Second Party's allocation area shall be

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used for development of the said project and for no other purpose. The Second Party under no circumstance shall divert the funds to any other project.

- c) The Second Party shall not create any charge or lien or seek any loan advance etc on the First Party's share/allocation.
- d) The Second Party shall pay and discharge the liabilities incurred by it punctually and promptly and shall keep the First Party fully informed and indemnified at all times against any losses/costs/risks.
- e) The First Party shall facilitate, sign and execute all documents and do all such acts and deeds as may be necessary for creation of mortgage over duly demarcated agreed portion of land.

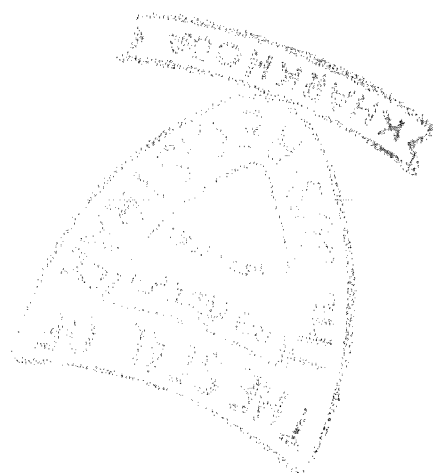
12. **Mutual and/or Joint Obligations:**

- 12.1 In event of any compulsory acquisition/requisition of the Said Land or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/requisition of the Said Land or any part thereof before the Completion Date or the demarcation and division of the respective allocations of the Parties, whichever is later, both the Parties shall jointly contest the same.
- 12.2 All the land revenue, Taxes, Charges and levies in respect of the Said Land after the date of execution of this Agreement shall be borne and paid by the First Party (or the Nominees of the First Party and/or the Transferees under it) and the Second Party (or its nominees and/or the Transferees under it) in the ratio the ratio of their respectively allocated areas.

13. **Termination:**

Grounds for Termination : This Agreement may be terminated at any time subject to:

- 13.1 By mutual written consent of the First Party and the Second Party; or
- 13.2 by any Party, at any time, in order to comply with the laws of any Government Authority having jurisdiction over that Party; or
- 13.3 In the event the said land is rendered unavailable for the development of the said Project due to any reasons beyond the control of the First Party.
- 13.4 By the Second Party in case the First Party violates the terms and conditions recorded hereinabove or Second Party faces any difficulty beyond its control in completion of this project. Provided in terms of this agreement, prior to restoration of the possession



of the Land by the Second Party to the First Party, the accounts shall be settled, simultaneously the First Party shall pay the said payable amount to the First Party.

- 13.5 By the First Party in the circumstance of a breach or default by Second Party in its obligations set out under this Agreement, resulting in termination of this Agreement in consonance with provisions of prevailing law.

14. **Maintenance of the Said Project:**

- 14.1 Upon completion of the development and conveyance of the developed area to the prospective Transferee(s), the Said Project shall be maintained by the Second Party or their nominee. All the present or future, occupants/buyers, who would use the Common areas, facilities and amenities, shall be governed by the rules framed by Second Party and/or the Maintenance Agency so nominated from time to time. On handing over the possession of the respective plots to the Transferee(s)/Buyers or to the First Party the maintenance of the Said Project will exclusively rest with second party.

15. **Space Allocation:**

- 15.1 In consideration of the respective obligations of the Parties, it has been agreed by and between the Parties hereto that after all Applicable Permits including the sanction of the Plans by the concerned authorities for development are obtained, the Second Party shall commence development and the whole of the developed area shall form part of the Said Project. The Said Project shall be comprised in various plots, units, constructed spaces, including areas, which comprise of saleable areas, super areas, common open spaces, Easements etc. and green belts, car parking spaces, etc. and also any other open spaces, which may be available for use, shall be divided into two parts – namely, “the First Party’s Allocation” and “the Second Party’s Allocation” and, both the Parties will carry out the demarcation of their respective allocated areas, which are to be offered for sale to the general public. The area allotted to each of the Parties may be tentatively marked in the draft and approved Plans.

- 15.2 Both the Parties shall be entitled to retain or let out or Transfer/sale out of their respective allocations area of the Said Project as detailed above, any plots/units or commercial space or spaces in the Said Project to be developed at the Said Land to such Person(s) as they deem fit, provided that they shall not make any Transfer contrary to the Applicable Law and norms or any other Government Authority



concerned with the matter and shall execute and register proper Sale Deeds/Title Deeds/Perpetual Sub-Lease Deeds in favour of the Transferees/Purchasers in respect of their respective allocations in the Said Project and further provided that the neither Party shall Transfer or offer to Transfer any part of their Allocation to any Person whatsoever at a price lower than or terms and conditions other than that fixed or determined by the Second Party.

- 15.3 Upon sanction of the Layout plan/License, the Second Party shall be entitled to exclusively market and sell the proposed developed spaces in the Said Project forming part of the Second Party's Allocation either through post-launch sale bookings or post-completion sale bookings or pre-launch sale bookings as may be permissible under Applicable law.

16. **Marketing:**

- 16.1 'The final marketing, selling and advertising plan' and 'the pricing of the Plots/Units in the Said Project' shall be determined and finalized by the Second Party and all activities related thereto shall be exclusively carried out by the Second Party and/or its group companies, Associates, Affiliates, etc., in any manner as they deem fit.
- 16.2 On the approval of the Plans for the Said Project (covering the Entire Area of the Said Land) by the concerned competent authorities, the Second Party will be entitled to formally launch the Said Project and sell the proposed area forming part of the Second Party's Allocation under its brand name and collect the advances and make bookings on such terms and conditions as it may deem fit and proper PROVIDED ALWAYS that the First Party's share in the Project shall only be marketed by the Second Party if he is so authorized by the First Party and on such terms as may be decided and finalized by and between the parties.

17. **Power of Attorney:**

- 17.1 That the First Party undertakes to irrevocably constitute the Second Party and/or it's nominee(s) and/or it's assignee(s) as its registered General Power of Attorney for submitting applications to the Government Authorities for obtaining all Applicable Permits including sanction of building plans and doing all acts, deeds and things as may be required for the same and also for the sanctioning, development, construction and Completion of the Said Project and for all purposes mentioned in the said Deed of

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Power of Attorney till the duration and full implementation of this Agreement in all respects.

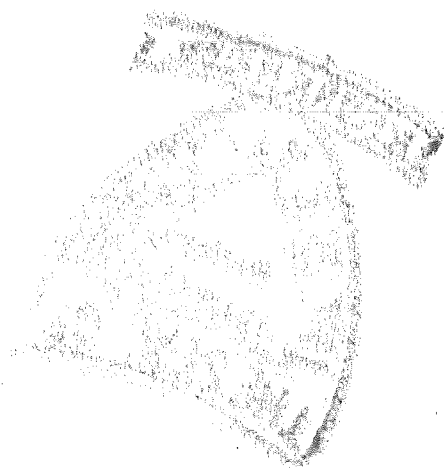
17.2 That upon execution of this agreement, The First Party shall also constitute the Second Party vide the aforesaid irrevocable Power of Attorney referred to hereinabove, as its attorney to sell the Second Party's Allocation i.e., the Second Party shall be free to sell, lease, Transfer or assign its share in the said area in any way to any number of Persons as it desires. The First Party shall not do or cause to do any act, which shall affect the Second Party's right to sell, lease, Transfer or assign its right in the Second Party's Allocation. PROVIDED ALWAYS that the Second Party will not hand over possession of any proportion of the sold plots/space to the intended allottee before the completion/development of the Said Land.

17.3 The Second Party's and/or its nominees undertake in their capacity as a Second Party in terms of this Agreement and as an irrevocable attorney of the First Party not to do or cause to be done any act, omission or thing, which may, in any manner, contravene any Applicable Law or which may, in any manner, amount to misuse of any terms of this Agreement or breach of any other provisions of law or which may create a liability for the First Party and herein fully indemnify the First Party from any loss, harm or damage.

18. **Indemnity:**

18.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (the "**Indemnified Party**") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) (hereinafter referred to as "**the Damages**"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

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19. **Sale Documents:**

- 19.1 Upon completion of development and construction of the Said Project, the conveyance deeds/Sale deeds and the sale letters of the respective plots forming part of the First Party's Allocation shall be signed by the First Party and that of the Second Party's Allocation shall be signed by the Second Party as the duly constituted irrevocable attorney of the First Party and/or by the First Party (at no additional cost to the Second Party and/or its nominees), if so requested or required by the Second Party and/or its nominees.

20. **Jurisdiction:**

- 20.1 In case of any dispute arising out of or in connection with this Agreement and its stipulations between the parties or any part of this Agreement and any matter arising out of this agreement the only place of jurisdiction shall be Sonipat i.e. the courts and quasi-judicial authorities at Sonipat shall have exclusive jurisdiction of Courts and quasi-judicial authorities at places other than Sonipat stands specifically excluded.

21. **Communications and Notices:**

- 21.1 All documents to be furnished or communications to be given or made under this Agreement shall be in the English language and shall be in writing.
All notices, communications, letters etc. required to be making, serving, communications in terms of the Agreement and/or under these presents shall be in writing and shall be made, served, communicated at the following addresses:

If to the First Party:

H.No. 176, Ward No. 9, Bahadurgarh Road, Kharkhoda, Distt.- Sonapat, Haryana-131402

If to the Second Party:

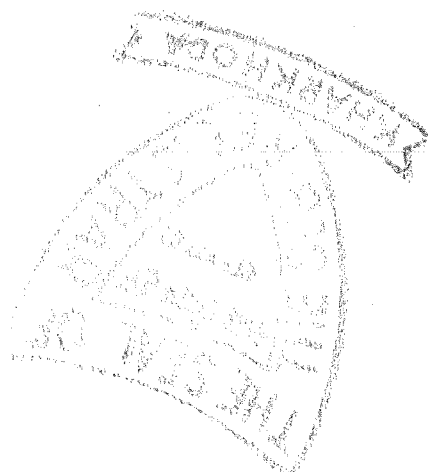
M/s M-116, Second Floor, Cannought Place, New Delhi 110001.

- 21.2 If the First Party or the Second Party changes its address or acquires any new address, for notices, communications and letters etc. required by or under this Agreement, the respective party shall immediately notify, in writing, to the other Party.

22. **Special Covenants:**

- 22.1 That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual co-operation keeping in view the interest of

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each other and execute and to do all other acts, deeds, matters and things whatsoever, as may be necessary for implementing or giving effects to the terms of this Agreement.

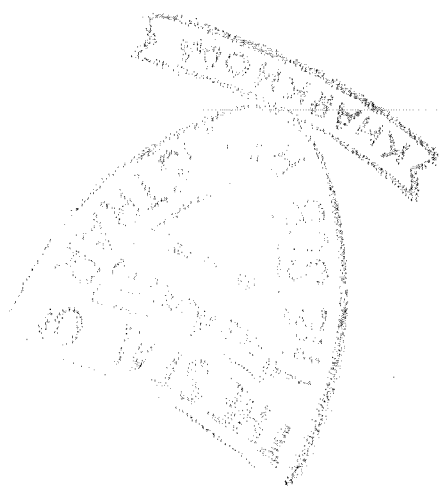
- 22.2 Both the First Party and Second Party shall endeavor to work with the spirit of co-operation and shall not work towards the detriment of each other's interest or the interest of the Said Project.
- 22.3 In entering into this Agreement, the Parties recognize that it is impractical to provide for every contingency that may arise in the course of the performance hereof. Accordingly, the Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them in accordance with the terms of this Agreement.
- 22.4 From time to time, the Parties shall take all appropriate actions and execute and deliver, or cause to be executed and delivered, such documents, agreements or instruments, which may be reasonably necessary or advisable to carry out any of the provisions of this Agreement.
- 22.5 From the date of the execution of this Agreement, the First Party will not do anything on or with respect to the Said Land as well as around the Said Land, which will have any Material Adverse Effect on the obligations of either Party under this Agreement in any manner whatsoever including the right of Easements and the rights of Second Party in terms of this Agreement.

23. **Force Majeure Event:**

- 23.1 "Force Majeure Event" shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and, (iii) has a Material Adverse Effect.

- a) Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire (to the extent originating from a source external to the Said Plot or the Said Project), flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, tsunamis, hail storms, landslides, lightning explosions, whirlwind, cyclone, plagues,

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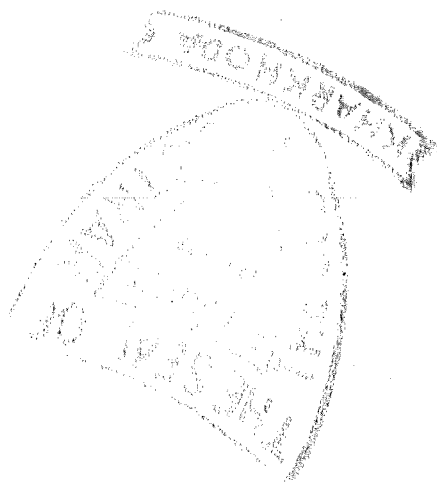
exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project on the Said Plot;

- b) Radio active contamination, ionizing radiation;
- c) Epidemic, famine, other epidemic quarantine;
- d) An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;
- e) Major structural repair and/or destruction of infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by Government Authorities and/or statutory authority, change of law, action and/or order by Government Authorities and/or statutory authority, Third Party action, governmental or other authority or any other act of commission or omission or cause beyond the control of the Party affected thereby;
- f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against First Party or Second Party in any proceedings (which are non collusive and duly prosecuted by the Party) for reasons other than failure of First Party or Second Party as the case may be or any Person claiming through or under it to comply with the Applicable Laws, Applicable Permits, etc. or on account of breaches thereof or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;
- g) The non-grant of the Applicable Permits for the Said Project and/or development of the Said land within the stipulated time for the reasons beyond the control of the Affected Party;
- h) the Change in Law;
- i) Any event or circumstances of a nature analogous to the foregoing.

Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, due to Force Majeure Event.

- 23.2 If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

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- a) give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and
 - b) use reasonable efforts to remedy such occurrence as quickly as possible.
- 23.3 To the extent required by any such occurrence, performance hereunder by the Party affected shall be suspended during the continuance of any such occurrence (but for no longer period) and this Agreement shall otherwise remain unaffected.

24. **Binding Effect:**

- 24.1 That in pursuance of the due performance of the obligations and Parties hereto duly performing and observing all 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, nominees and assigns etc. This Agreement shall be read alongwith all previous understandings/arrangements between the parties pertaining to the Said Plot.

25. **Assignment:**

- 25.1 The Second Party shall be at liberty to assign or nominate all or any of its rights and obligations under this Agreement to the Group or any of its Joint Venture companies, subsidiaries, parent company and holding company or any other person and perform any / or all its obligations under this Agreement with the assistance of or in collaboration with them.

26. **Entire Agreement:**

- 26.1 This Agreement alone represents and constitutes the entire agreement and understanding between the Parties with respect to the subject matter and matters dealt with herein. This Agreement supersedes any and all prior or previous understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the Parties stand rescinded and terminated and cancelled on the date of execution of this Agreement and only this Agreement shall govern the respective rights and obligations of the Parties to this Agreement. There are no prior understandings, representations or warranties except as expressly set forth herein and no rights are granted to either Party except as expressly set forth

herein or subsequent to the date hereof in writing and signed by the Party or by a proper and duly authorised representative of the Party to be bound hereby. Each Party hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty, save as expressly set out herein or in any document referred to herein. This Agreement shall be considered to be the sole depository of the terms and conditions agreed upon between the Parties hereto regarding the subject matter of this Agreement and any correspondence between the Parties subsequent to the date of execution of this Agreement will not be looked into for any inference or meaning of this Agreement.

27. **Miscellaneous:**

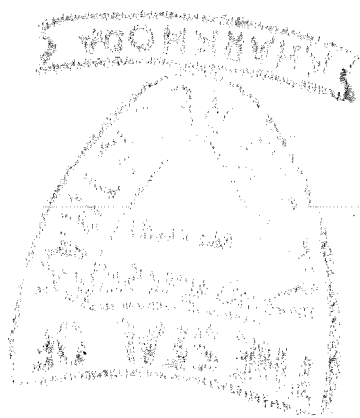
27.1 **Prior Obligations:** The expiration or termination of this Agreement shall not relieve either of the Parties of their prior respective obligations or impair or prejudice their respective rights against the other.

27.2 **Amendments, Alterations And Modifications:** This Agreement may be changed, amended, altered or modified only by an instrument in writing, signed by each Party or by the duly authorized representative of each of the Parties, which shall be annexed to this Agreement and shall form part and parcel of this Agreement. No change or modification of this Agreement shall be valid, binding or enforceable unless the same shall be in writing and signed by all the Parties hereto.

27.3 **Severability:** That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law or is found to be contrary to applicable law by any applicable court or governmental authority, such provisions shall be modified to the extent necessary to comply with the statutory requirements while retaining as much as possible of the original intent of the Parties or if not capable of being modified, shall be deemed to be amended in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law or if not capable of being deemed to be so amended, shall be deleted and severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

If any provision of this Agreement or the application thereof to any Person or circumstance shall be or become invalid or unenforceable to any extent or ineffective for reasons beyond the control of the Parties, the remainder of this Agreement and application of such provision to the Persons or circumstances other than those to

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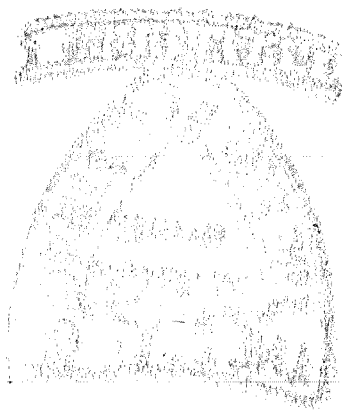
which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable or ineffective provision of this Agreement shall be replaced with a provision, which is valid and enforceable and effective and most nearly reflects the original intent of the invalid or unenforceable or ineffective provision and has the same commercial effect as the invalid or unenforceable or ineffective provision.

27.4 Exercise of Rights & Availment of Remedies:

- a) The Parties hereto agree and declare that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and, therefore, in addition to any remedy that the Second Party may be entitled to at law or in equity, it may opt for claiming equitable relief, including specific performance and injunctive relief, and shall be entitled to an injunction or injunctions without the posting of a bond to prevent actual or threatened breaches of or defaults under this Agreement and/or to enforce specifically the terms and provisions of this Agreement.
- b) Each right, power and remedy provided for herein or now or hereafter existing by law or in or otherwise shall be cumulative and shall also be in addition to and without prejudice to all other rights, powers and remedies available to that Party in law or equity, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies. No exercise or failure to exercise or delay in exercising such right, power or remedy by either party shall constitute an automatic waiver by that Party of any such other right, power or remedy.
- c) Either Party may release or compromise the liability hereunder of the other Party or grant to that Party time or other indulgence without affecting the liability of that Party or the right of the Party granting such time or indulgence.

27.5 Principal To Principal Basis: This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship between the Parties hereto and the relationship between the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded herein. Nothing contained





herein shall confer, on any Party, the authority to incur any obligation or liability on behalf of the other Party or bind the other.

- 27.6 **Authority:** Each of the Party to this Agreement viz. the First Party and the Second Party hereby undertake and declare that they have the necessary power and authority to enter into this Agreement and the respective signatories signing and executing this Agreement on their respective part have the necessary authority and power to enter into, sign and execute this Agreement. The signatories to this Agreement also personally covenant that they are each duly authorized to execute this Agreement on behalf of the respective party whom they represent.
- 27.7 **No acts to jeopardize the Agreement:** Parties shall not to do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.
- 27.8 **No acts to invalidate the Agreement:** The Parties shall not do any act, deed, matter or thing whereby or by means whereof the licence and/or approval granted by any authority for the development of the Said Plot is or may be or likely to be cancelled, terminated or otherwise made valid and inoperative;
- 27.9 **Performance of all acts for compliance with laws:** The Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or Central laws or terms of licence etc. for the development of the Said Plot.
- 27.10 **Tax Liability:** The Parties shall be responsible and liable in respect of Tax and/or other statutory liabilities with respect to their respective share of area of the Said Project and shall directly meet their respective requirements in this regard.
- 27.11 **Indemnity for Breach:** Each Party shall indemnify other against any claims, demands, actions, loss, damage, costs or expenses suffered by the other(s) as a consequence of any breach of any of the terms of this Agreement.
- 27.12 The Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.
- 27.13 That this transaction has taken place at Kharkhoda, and in case, if any disputes arising out for the interpretation or touching or concerning to the terms recorded herein, same shall be adjudicated in terms of the provisions of Arbitration & Conciliation Act, 1996, by mutual consent referring the matter to the Sole Arbitrator, its decision shall be final & binding. The venue of the proceedings shall be at Kharkhoda.

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27.14 **Registration:** All costs and expenses including stamp duty and charges and levies as may be found to be payable on the registration of this agreement shall be paid and borne by the Second Party alone.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses: *Agreed 27.11.16*

FIRST PARTY

Rajbir Singh

Rajbir

Raj Kumar

Raj

Pawan Kumar

Pawan

Naveen Kumar

Naveen Dahiya

Preet

Preet Dahiya

SECOND PARTY

M/s Suncity Infraestate Pvt. Ltd.

Nansal

Authorized Signatory

In presence of:

1. Daya Nand Numberdar
S/o Sh, Moji Ram
R/o Kharkhoda
2. Praveen Dahiya S/o Vinod Kumar
R/o D-214, Freedom Fighter Enclave,
Nebsarai, Delhi-110068,

Dayanand

Praveen



